

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
DECEMBER 13, 2017

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, December 13, 2017 at 6:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 6:01 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call

Present: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantinne, Brusky, Ballard, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker.

Excused: Kaster.

Total Present: 25 Total Excused: 1

Presentation by Emergency Management

Jerad Preston, Emergency Management Director, gave a presentation to the Board on the Storm Ready Program and Brown County's recent Storm Ready Certification.

No. 1 -- ADOPTION OF AGENDA.

Chairman Moynihan amended the agenda by adding a missing page (which was handed out to each Supervisor) from their packet for item No. 10f (Opioid Litigation Resolution).

A motion was made by Supervisor Clancy and seconded by Supervisor Lefebvre **"to adopt the agenda as amended."** Voice vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board's role is to listen and not discuss comments nor take action on those comments at this meeting.

There were no comments from the public.

No. 3 -- APPROVAL OF MINUTES OF NOVEMBER 1, 2017.

Chairman Moynihan amended the minutes of November 1, 2017 with a portion that had been omitted. The portion was given as a handout to each Supervisor. (*Refer to page 135 at the end of minutes for that handout.)

A motion was made by Vice Chair Lund and seconded by Supervisor Becker **“to approve minutes as amended.”** Voice vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Evans acknowledged the passing of Brown County resident Jim VandenBoogart, who was the President of Brown County Citizens for Responsible Wind Energy. Supervisor Evans offered his condolences to the VandenBoogart family.

Vice Chair Lund advised the Board that he would be looking for volunteers to form an ad hoc committee to look into options for the website and live recordings of the meetings.

Supervisor Sieber invited everyone to see the live nativity scene at Our Savior Lutheran Church, 120 S. Henry Street, next Wednesday, December 20th from 5:30-7:00pm.

Supervisor Zima thanked and offered his sincere appreciation to the Board and Chairman Moynihan for acknowledging his 500th County Board meeting last month.

No. 5 -- COMMUNICATIONS. None.

LATE COMMUNICATIONS.

No. 5a -- FROM SUPERVISOR LINSSEN: TO ALLOCATE UP TO \$150,000 FOR A STUDY ON OPTIONS FOR REGIONAL FIBER-TO-THE-PREMISES DEVELOPMENT.

Referred to Administration Committee.

No. 5b -- FROM SUPERVISOR LINSSEN: TO AMEND CHP. 32 OF THE COUNTY ORDINANCES TO INCLUDE “GENDER IDENTITY” AS A PROTECTED CLASS FOR HOUSING.

Referred to Administration Committee.

No. 5c -- FROM SUPERVISOR BUCKLEY: HAVE THE DISTRICT ATTORNEY’S OFFICE BE PREPARED TO HAVE A DISCUSSION ON POTENTIAL OFFENSES THAT CAN/COULD BE SENT TO MUNICIPAL COURT FOR ACTION.

Referred to Public Safety Committee.

No. 5d -- FROM SUPERVISOR BUCKLEY: HAVE PARTIES INVOLVED IN THE EM-1 PROCESS (HUMAN SERVICES) ATTEND THE PUBLIC SAFETY COMMITTEE MEETING TO GIVE AN UPDATE ON STREAMLINING THE PROCESS.

Referred to Public Safety Committee.

- No. 5e -- FROM SUPERVISORS EVANS, LEFEBVRE AND ZIMA: TO REVIEW THE POLICY, OR TO MAKE A POLICY THAT NO MEMBER OF ANY BOARD, COMMITTEE, COMMISSION, OR TASK FORCE OF BROWN COUNTY TO DELETE OR MODIFY COMMENTS FROM THE PUBLIC. ADDITIONALLY, THAT SAID MEMBER DOES NOT TAKE MINUTES FOR THE MEETING.**

Referred to Administration Committee.

- No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.**

- No. 6a -- REAPPOINTMENT OF PATRICIA FINDER-STONE AND APPOINTMENT OF THOMAS SMITH TO AGING & DISABILITY RESOURCE CENTER BOARD OF DIRECTORS.**

A motion was made by Supervisor Gruszynski and seconded by Supervisor Zima “to approve appointments”. Voice vote taken. Motion carried unanimously.

- No. 6b -- REAPPOINTMENT OF SUPERVISOR SCHADEWALD, DR. JAY TIBBETTS AND APPOINTMENT OF CHERYL WEBER TO THE BOARD OF HEALTH.**

A motion was made by Supervisor Hoyer and seconded by Supervisor Blom “to approve appointments”. Voice vote taken. Motion carried unanimously.

- No. 6c -- APPOINTMENT OF SHARON BOHJANEN TO THE CHILDREN WITH DISABILITIES EDUCATION BOARD.**

A motion was made by Supervisor Ballard and seconded by Supervisor Clancy “to approve appointment”. Voice vote taken. Motion carried unanimously.

- No. 6d -- APPOINTMENT OF CHRISTOPHER ZAHN TO THE CRIMINAL JUSTICE COORDINATING BOARD.**

A motion was made by Supervisor Becker and seconded by Supervisor Gruszynski “to approve appointment”. Voice vote taken. Motion carried unanimously.

- No. 6e -- REAPPOINTMENT OF FRANCINE ROBERG AND PATRICK AUSTIN TO LAND INFORMATION BOARD.**

A motion was made by Supervisor Sieber and seconded by Supervisor Dantine “to approve appointments”. Voice vote taken. Motion carried unanimously.

- No. 6f -- REAPPOINTMENT OF STEVE TERRIEN, JOHN A. VANDER LEESE AND APPOINTMENT OF DR. HECTOR RODRIGUEZ TO THE LIBRARY BOARD.**

A motion was made by Supervisor Sieber and seconded by Supervisor Schadewald “to approve appointments”. Voice vote taken. Motion carried unanimously.

No. 6g -- REAPPOINTMENT OF SANDY JUNO TO THE NEVILLE PUBLIC MUSEUM GOVERNING BOARD.

A motion was made by Supervisor De Wane and seconded by Supervisor Nicholson “to approve appointment”. Voice vote taken. Motion carried unanimously.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach expressed his appreciation to the Highway Department staff and Sheriff Department for all they did and continue to do today during this winter storm.

Executive Streckenbach congratulated the Brickstead Dairy on being given the prestigious 2017 Wisconsin Leopold Conservation Award. Executive Streckenbach stated the Brick family is committed to helping promote practices that minimize impacts on the bay.

Executive Streckenbach thanked Supervisor Erickson, Supervisor Buckley and Chairman Moynihan for their efforts on the steering committee that brought the Old Glory Honor Flight to Green Bay-Austin Straubel International Airport. Executive Streckenbach stated the Flight of Champions will cap off the 200th Anniversary year of events in Brown County on November 1, 2018.

Executive Streckenbach thanked Supervisor Hoyer and Santa for attending last week’s annual tree decorating in the Northern Building with Santa and the kids from Syble Hopp. Executive Streckenbach stated this is a very fun event and encouraged all to attend next year.

Executive Streckenbach invited the Board to attend a tailgate party with Santa on Sunday, December 17th at the Veteran’s Manor, starting at 12:00pm.

County Executive Streckenbach thanked the Board of Supervisors for this year and for the great things they accomplished in 2017 by working together.

No. 7b -- REPORT BY COUNTY BOARD CHAIRMAN.

Chairman Moynihan wished everyone a Merry Christmas and offered to reschedule the Board’s Christmas party this evening until next month due to the weather and length of tonight’s meeting. Chairman Moynihan stated a discussion on the party would be held at adjournment.

Chairman Moynihan announced that this evening’s meeting is the last one for Deputy Clerk of Communications Tracy Laundre as she is leaving employment with Brown County on January 2, 2018. Chairman Moynihan wished Deputy Clerk Laundre well and stated she will be missed.

No. 8 -- OTHER REPORTS. NONE.

No. 9 -- STANDING COMMITTEE REPORTS

No. 9a -- REPORT OF THE ADMINISTRATION COMMITTEE OF NOVEMBER 29, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in regular session on November 29, 2017 and recommends the following:

1. Review minutes of:
 - a. Housing Authority (October 16, 2017). Receive and place on file.
2. Communication from Supervisor Schadewald re: My request for these committees to evaluate the need and funding of a Housing Navigator to coordinate county-wide efforts to improve housing opportunities in Brown County. Receive and place on file.
3. Communication from Supervisor Becker re: In speaking with both parties involved, for Brown County to continue working with the City of Green Bay for the recording of Board meetings. County staff will then send video of our meeting to a transcription service of our choice to add ADA compliant closed-captioning. County will then upload video for public use in a timely manner. In addition, for Administration Committee to research recording and ADA compliant closed-captioning of all committee meetings. This would require all committees to meet in Brown County Committee meeting room. To forward this communication to Technology Services to formalize and have details and technical pieces worked out to get costs so it can be bid out to bring a proposal forward if negotiations with the educational organization falls through.
4. Communication from Vice Chair Lund re: Forming an ad hoc committee, the Brown County website, to strategically determine what is needed to provide the best product for county residents. To form a subcommittee of the Administration Committee to strategically determine what is needed to provide the best product for county residents.
5. Budget Adjustment Request (17-68): Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). To suspend the rules to take Items 5-9 together.
6. Budget Adjustment Request (18-01): Any increase in expenses with an offsetting increase in revenue. See Item 9.
7. Budget Adjustment Request (18-03): Any increase in expenses with an offsetting increase in revenue. See Item 9.
8. Budget Adjustment Request (18-04): Any increase in expenses with an offsetting increase in revenue. See Item 9.
9. Budget Adjustment Request (18-05): Any increase in expenses with an offsetting increase in revenue. To approve Items 5-9.
10. Resolution re: Authorizing and Directing Application for the Community Development Block Grant – Housing Program for Small Cities. To approve. See Resolutions, Ordinances.
11. Resolution re: Opioid Litigation. To approve. See Resolutions, Ordinances.
12. County Clerk - Budget Status Financial Report for September and October, 2017 (Unaudited). Receive and place on file.
13. County Clerk - Budget Adjustment Request (17-75): Any increase in expenses with an offsetting increase in revenue. To approve.
14. County Clerk - Budget Adjustment Request (17-87): Any increase in expenses with an offsetting increase in revenue. To approve.
15. County Clerk - Budget Adjustment Request (18-06): Any increase in expenses with an offsetting increase in revenue. To approve.
16. County Clerk - Draft Resolution for Alternate Options for Absentee Voting. To direct Corporation Counsel to draft a resolution in proper format, include a fiscal and bring it back to the committee for final review before going to the full County Board.

17. Child Support - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
18. Child Support - Departmental Openings Summary. Receive and place on file.
19. Child Support - Director Summary. Receive and place on file.
20. Technology Services - Budget Status Financial Report for September 2017 (Unaudited). Receive and place on file.
21. Technology Services Monthly Report. Receive and place on file.
22. Corporation Counsel - Budget Adjustment Request (17-74): Reallocation between two or more departments, regardless of amount. To approve.
23. HR - Budget Adjustment Request (17-70): Any allocation from a department's fund balance. To approve.
24. HR - Ordinance to Amend Section 4.49 (Entitled 'Extra Pay') of Chapter 4 of the Brown County Code of Ordinances. To approve. See Resolutions & Ordinances.
25. HR - Budget Status Financial Report for September and October 2017 (Unaudited). Receive and place on file.
26. HR - Department Vacancies Report. Receive and place on file.
27. HR - Turnover Reports for September and October 2017. Receive and place on file.
28. HR - Health Plan Report. Receive and place on file.
29. HR - Dental Plan Report. Receive and place on file.
30. HR Director's Report. Receive and place on file.
31. Dept. of Admin. - Budget Status Financial Report for Levy Funded Departments – October 2017. Receive and place on file.
32. Dept. of Admin. - Administration Dept. Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
33. Dept. of Admin. - 2017 Budget Adjustment Log. Receive and place on file.
34. Dept. of Admin. - Purchasing Project List – Closed Projects. Receive and place on file.
35. Dept. of Admin. - Budget Adjustment Request (17-73): Reallocation between two or more departments, regardless of amount. To approve.
36. Dept. of Admin. - Budget Adjustment Request (17-77): Any allocation from the County's General Fund. To approve.
37. Dept. of Admin. - Ordinance to Amend Section 2.06 of Chapter 2 of the Brown County Code of Ordinances Entitled "Administration Committee". To approve. See Resolutions & Ordinances.
38. Dept. of Admin. - Director's Report. Receive and place on file.
39. Treasurer - Budget Performance Report for September and October 2017 (Unaudited). Receive and place on file.
40. Treasurer's Report – Department Update.
 - a. Progress update - Banking Services RFP #2167. Receive and place on file.
 - b. Progress update - Land Records RFP #2087. To approve.
 - c. Georgia Pacific Valuation petition to the State of WI Tax Appeals Commission. Receive and place on file.
41. Discussion and possible action on the sale of the following tax deed parcels (Auction results of November 27, 2017 to be passed out to Supervisors at meeting):
 - a. Parcel WD-207-2-1 at Patriot Way Bdr RR in the City of De Pere, informational report update – no action needed.
 - b. Parcel AL-31 at 1533 Riverside Drive in the Village of Allouez – High Bidder failed to Pay Discussion/Action on back-up next highest Bid \$ 100,111.00. To approve the sale to 4M Properties LLC – Mark Cherney for \$100,111.00.

- c. Parcel 2-934-A at 831 Fifth St. in the City of Green Bay – High Bidder failed to Pay Discussion / Action on back-up next highest Bid \$ 22,750.00. To approve the sale to Michael Hatch LLC for \$22,750.00.
 - d. Parcel 1-1369-A at 906 Waverly Place in the City of Green Bay (Auction results of November 27, 2017 to be passed out to Supervisors at meeting). To approve the sale to Andrew Loch for \$5,150.00.
 - e. Parcels SU-796-3, SU-796-4, SU-796-5 at E. Deerfield Ave. in the Village of Suamico (Sealed bid results of November 27, 2017 to be passed out to Supervisors at meeting). Receive and place on file.
42. Closed Session:
- a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding the sale of tax deed parcels. To enter into closed session.
 - b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County Administration Committee shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating and negotiating strategy and options regarding the sale of tax deed parcels. *No action taken.*
 - c. Reconvene into Open Session: The Brown County Administration Committee shall reconvene into open session for possible voting and/or other action regarding the sale of tax deed parcels. To return to regular order of business.
43. a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(g), i.e. conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, in particular, conferring with legal counsel regarding a lawsuit in which the County is a defendant.
- b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), convene into closed session for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, in particular, conferring with legal counsel regarding a lawsuit in which the County is a defendant.
 - c. Reconvene into Open Session: Reconvene into open session for possible voting and/or other action regarding a lawsuit in which the County is a defendant. To return to regular order of business
44. Audit of the Bills. To acknowledge the receipt of the bills.

A motion was made by Supervisor Schadewald and seconded by Supervisor Becker “**to adopt**”. Voice vote taken. Motion carried unanimously.

No. 9b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF NOVEMBER 30, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EDUCATION & RECREATION COMMITTEE** met in regular session on November 30, 2017 and recommends the following:

1. Review Minutes of:
 - a. Neville Public Museum Governing Board (November 13, 2017). Receive and place on file.
2. Communication from Supervisor Zima re: I am requesting that the Brown County Board consider naming the new addition to the Southwest Branch Library in honor of the late Harold Kaye, who dedicated much of his time to bettering and preserving the Southwest Branch Library. To refer to the Library Board.
3. NEW Zoo - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
4. NEW Zoo - Budget Adjustment Request (17-72): Any increase in expenses with an offsetting increase in revenue. To approve.
5. Zoo Director's Report and Zoo Monthly Activity Reports. Receive and place on file.
6. Park Dept. - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
7. Park Dept. - Discussion and possible action re: Extending the hours of operation of the Fat Bike Trails to 11:00 pm between November and April. To approve.
8. Park Dept. - Discussion and possible action re: Request by Brown County Fair Association to construct storage building at Brown County Fairgrounds. To approve and forward on to Corporation Counsel to draft an agreement.
9. Park Dept. - Resolution re: Transferring Ownership of Land from the County of Brown to the City of Green Bay – Baird Creek Parkway – Triangle Hill Sports Area. To approve the transfer of ownership of land from the County of Brown to the City of Green Bay for Baird Creek Parkway – Triangle Hill Sports Center per the conveyance that was handed out which includes the restriction that it always remains park property. See Resolutions & Ordinances.
10. Park Dept. - Budget Adjustment Request (17-89): Any allocation from a department's fund balance. To approve.
11. Park Dept. - Budget Adjustment Request (17-90): Any increase in expenses with an offsetting increase in revenue. To approve.
12. Park Dept. - October 2017 Attendance and Field Staff Reports. Receive and place on file.
13. Park Dept. - Assistant Director's Report. Receive and place on file.
14. Library Report/Director's Report. Receive and place on file.
15. Museum - Budget Status Financial Report for September and October 2017 (Unaudited). Receive and place on file.
16. Museum - Director's Report. Receive and place on file.
17. Museum - Discussion and possible action re: Draft Core Gallery RFP. To approve.
18. Golf Course - Budget Status Financial Reports for September and October 2017 (Unaudited). Receive and place on file.
19. Golf Course - Superintendent's Report. Receive and place on file.
20. Audit of bills. To approve the bills.

A motion was made by Supervisor Lefebvre and seconded by Supervisor Ballard **“to adopt.”** Supervisor Kneiszel requested item No. 8 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously.

8. Park Dept. - Discussion and possible action re: Request by Brown County Fair Association to construct storage building at Brown County Fairgrounds. To approve and forward on to Corporation Counsel to draft an agreement.

Following discussion, a motion was made by Supervisor Kneiszel and seconded by Supervisor Gruszynski **“to refer item No. 8 back to Education & Recreation Committee”**. Voice vote taken. Motion carried unanimously.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF DECEMBER 4, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EXECUTIVE COMMITTEE** met in regular session on December 4, 2017 and recommends the following:

1. Review Minutes of: None.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the legal bills.
3. Communication from Supervisor Brusky re: This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. To direct staff to create a resolution and bring back.
4. Resolution Transferring Ownership of Land from the County of Brown to the City of Green Bay Baird Creek Parkway-Triangle Hill Sports Area. To approve. See Resolutions & Ordinances.
5. An Ordinance to Amend Schedule A of Section 340.0003 of Chapter 340 of the Brown County Code of Ordinances. To approve. See Resolutions & Ordinances.
6. An Ordinance Amending Sections 4.25 to 4.40 of Chapter 4 of the Brown County Code of Ordinances, and Creating Sections 4.401 to 4.405.
 - i. To approve; no vote taken. See Resolutions & Ordinances.
 - ii. To refer to January meeting.
7. An Ordinance to Amend Section 4.49 (Entitled 'Extra Pay') of Chapter 4 of the Brown County Code of Ordinances.
 - i. To refer to next regular Executive Committee meeting; no second; motion rescinded.
 - ii. To approve. Passed 3 to 2. See Resolutions & Ordinances.
8. Opioid Litigation Resolution. To approve. See Resolutions & Ordinances.
9. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE.
 - a. An Ordinance to Amend Subsections 2.05(6) and (14) of Chapter 2 of the Brown County Code of Ordinances. To approve. See Resolutions & Ordinances.
 - b. An Ordinance to Amend Subsections 2.13(4)(h) and (i), and (5)(a) and (f), of Chapter 2 of the Brown County Code of Ordinances. To approve. See Resolutions & Ordinances.

- c. An Ordinance to Amend Subsections 2.14(18) and (22) of Chapter 2 of the Brown County Code of Ordinances. To approve. See Resolutions & Ordinances.
- 10. Internal Auditor Report:
 - a. Board of Supervisors Budget Status Financial Report – October 2017 (Unaudited). Receive and place on file.
 - b. Status Update: October 1 – November 30, 2017. Receive and place on file.
- 11. Corporation Counsel Report. Receive and place on file.
- 12. HR - Budget Status Financial Report for September and October. Receive and place on file.
- 13. HR – Turnover Reports for September and October. Receive and place on file.
- 14. HR - Department Vacancies Report. Receive and place on file.
- 15. HR - Health Plan Report. Receive and place on file.
- 16. HR - Dental Plan Report. Receive and place on file.
- 17. Human Resource Director's Report. Receive and place on file.
- 18. Dept. of Admin - Budget Status Financial Report – Levy Funded Departments as of October 31, 2017. Receive and place on file.
- 19. Dept. of Admin - Director of Administration's Report. Receive and place on file.
- 20. County Executive's Report. *No report, no action taken.*
- 21. Closed Session:
 - a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(g), i.e. conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, in particular, conferring with legal counsel regarding a lawsuit in which the County is a defendant. To enter into closed session.
 - b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), convene into closed session for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, in particular, conferring with legal counsel regarding a lawsuit in which the County is a defendant. *No action taken.*
 - c. Reconvene into Open Session: Reconvene into open session for possible voting and/or other action regarding a lawsuit in which the County is a defendant. To return to regular order of business.

A motion was made by Supervisor Nicholson and seconded by Supervisor Becker **“to adopt.”** Voice vote taken. Motion carried unanimously.

(*See NOTE after Item No. 9d.)

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF NOVEMBER 15, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **HUMAN SERVICES COMMITTEE** met in regular session on November 15, 2017 and recommends the following:

1. Review Minutes of:
 - a. Aging & Disability Resource Center of Brown County Nominating & Human Resources Meeting (April 14, 2016).
 - b. Board of Health (May 2, 2017 and July 11, 2017).
 - c. Children with Disabilities Education Board (September 26, 2017).
 - i. To suspend the rules to take Items 1a-c together.
 - ii. To approve Items 1a-c together.
2. Communication from Supervisor Schadewald: My request for these committees (Admin & Human Services) to evaluate the need and funding of a Housing Navigator to coordinate county-wide efforts to improve housing opportunities in Brown County. *Held for a month. No formal action taken.*
- 2a. Communication from Supervisor Lefebvre re: I request the Health Dept. find out the full problem of the rat issue and determine cost, feasibility, etc. of this issue. I do feel the County Health Dept. should deal with this. Receive and place on file.
3. Wind Turbine Update - Receive new information – Standing Item. *No formal action taken.*
4. Human Services Dept. - Executive Director's Report. Receive and place on file.
5. Human Services Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
6. Human Services Dept. - Statistical Reports.
 - a. Monthly CTC Data - Bay Haven Crisis Diversion/Nicolet Psychiatric Hospital.
 - b. Child Protection - Child Abuse/Neglect Report.
 - c. Monthly Contract Update.
 - i. To suspend the rules to take Items 6a-c together.
 - ii. Receive and place on file Items 6a-c.
7. Human Services Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. To approve.
8. Human Services Dept. - An Ordinance to Revise Subsection 30.05(3) of Chapter 30 of the Brown County Code of Ordinances Entitled "Penalties". To approve. See Resolutions & Ordinances.
9. Audit of bills. To acknowledge the receipt of the bills.

A motion was made by Supervisor Hoyer and seconded by Supervisor Nicholson **"to adopt."** Voice vote taken. Motion carried unanimously.

*NOTE: Following approval of No. 9d, a motion was made by Vice Chair Lund and seconded by Supervisor Linssen **"to allow Supervisor Brusky to reconsider item No. 3 on the Executive Committee Report"** (item No. 9c). Voice vote taken. Motion carried unanimously.

3. Communication from Supervisor Brusky re: This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. To direct staff to create a resolution and bring back.

Supervisor Brusky pointed out multiple typographical and structural errors to item No. 3, and following this, a motion was made by Supervisor Hoyer and seconded by Supervisor Becker **"to**

approve item No. 3 as verbally corrected by Supervisor Brusky". Voice vote taken. Motion carried unanimously.

**No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION
COMMITTEE OF NOVEMBER 27, 2017.**

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE** met in regular session on November 27, 2017 and recommends the following:

1. Review Minutes of:
 - a. Board of Adjustment (November 13, 2017).
 - b. Harbor Commission (October 9, 2017).
 - c. Planning Commission Board of Directors (September 6, 2017).
 - i. Suspend the rules to take Items 1a, b and c together.
 - ii. Receive and place on file Items 1a, b and c.
2. Advance Economic Development - Quarterly Report from Advance Business – Peter Zaehringer, Vice President, Economic Development. *No action needed.*
3. Communication from Supervisor Linssen re: Draft ordinance to create methodology for crafting procedurally generated voting districts without human interference. Receive and place on file. Carried 4 to 1.
4. Communication from Supervisor Landwehr re: Request a speed study to consider lower CTH J limit to 35 MPH from RK to Brown County Golf Course. To draft a resolution to lower CTH J speed limit to 35 MPH from RK to Brown County Golf Course. Carried 3 to 2.
5. Public Works - Health Department Move & Public Works Improvements. To hold until January and bring back the quote and more information.
6. Public Works - CTH J Speed Study. *See action at Item d above.*
7. Public Works - Culvert Pipe v. Liner Discussion. Receive and place on file.
8. Public Works - Summary of Operations. To approve.
9. Public Works - Director's Report. Receive and place on file.
10. Register of Deeds - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
11. Planning Commission - Budget Status Financial Reports for August, September and October 2017 (Unaudited). Receive and place on file.
12. Planning Commission - Discussion and Action regarding the Brown County Farmland Preservation Plan Amendment. To approve.
13. Planning Commission - Resolution re: Amending the 2017-2027 Brown County Farmland Preservation Plan by Adding Parcels. To approve. See Resolutions & Ordinances.
14. Planning Commission - Resolution re: Authorizing and Directing Application for the Community Development Block Grant – Housing Program for Small Cities. To approve. See Resolutions & Ordinances.

15. Planning Commission - Budget Adjustment Request (17-85): Any allocation from a department's fund balance. To approve.
16. Zoning - Budget Status Financial Reports for August, September and October 2017 (Unaudited). Receive and place on file.
17. Property Listing - Budget Status Financial Reports for August, September and October 2017 (Unaudited). Receive and place on file.
18. Airport - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
19. Airport Departmental Opening Summary. Receive and place on file.
20. Airport - Director's Report. Receive and place on file.
21. UW-Extension - Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
22. UW-Extension - Director's Report. Receive and place on file.
23. Port & Resource Recovery - Resolution Authorizing the Purchase and Sale of Real Estate. Receive and place on file. See Resolutions & Ordinances.
- ~~24. Port & Resource Recovery - Property Transaction - Request for Approval.~~
25. Port & Resource Recovery - MOU with Outagamie County and Amendment #3 with Fox River Fiber - Update. To approve.
26. Port - Budget Status Financial Report for 3rd Quarter - Approval. Receive and place on file.
27. Resource Recovery - Budget Status Financial Report for 3rd Quarter - Approval. Receive and place on file.
28. Port & Resource Recovery - Director's Report - Update. Receive and place on file.
- ~~29. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding buying and selling property for landfill use.~~
- ~~30. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County PD&T Committee shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating and negotiating strategy and options regarding buying and selling property for landfill use.~~
- ~~31. Reconvene into Open Session: The Brown County PD&T Committee shall reconvene into open session for possible voting and/or other action regarding buying and selling property for landfill use.~~
32. Acknowledging the bills. To acknowledge the receipt of the bills.

A motion was made by Supervisor Landwehr and seconded by Supervisor Dantinne. Supervisor Linssen then requested Item No. 3 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously.

3. Communication from Supervisor Linssen re: Draft ordinance to create methodology for crafting procedurally generated voting districts without human interference. Receive and place on file. Carried 4 to 1.

A motion was made by Supervisor Linssen and seconded by Supervisor Gruszynski **“to refer 9(e)(3) to staff to report to Executive Committee in 3 months”**. Following discussion, a roll call vote was taken.

Roll Call:

Aye: Sieber, Hoyer, Gruszynski, Lefebvre, Ballard, Linssen, Kneiszel, Campbell, Lund, Becker

Nay: De Wane, Nicholson, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Van Dyck, Clancy, Moynihan, Blom, Schadewald

Absent: Kaster

Total Ayes: 10 Total Nays: 15 Total Absent: 1

Motion failed.

A motion was then made by Supervisor Dantine and seconded by Supervisor Erickson **“to approve item No. 3”**. Voice vote taken. Motion carried.

No. 9ei -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF NOVEMBER 27, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **LAND CONSERVATION SUBCOMMITTEE** met in regular session on November 27, 2017 and recommends the following:

1. Budget Adjustment Request (17-88): Any increase in expenses with an offsetting increase in revenue. To approve.
2. Budget Adjustment Request (18-07): Any allocation from a department's fund balance. To approve.
3. Budget Status Financial Report for October 2017. Receive and place on file.
4. Open Positions Report. Receive and place on file.
5. Directors Report.
 - a. Youth Education Update. Receive and place on file.

A motion was made by Supervisor Dantine and seconded by Supervisor Landwehr **“to adopt”**. Voice vote taken. Motion carried unanimously.

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF NOVEMBER 29, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in regular session on November 29, 2017 and recommends the following:

1. Review Minutes of:
 - a. Local Emergency Planning Committee (September 12, 2017). Receive and place on file.
2. Communication from Supervisors Sieber/Linssen/Becker: To include in the 2018 budget up to \$150,000 to RFP for services to find efficiencies in our criminal justice system. *Request by Supervisor Sieber to bring back to Committee. To hold for one month and ask representatives of the Criminal Justice Coordinating Board to attend the next meeting.*
3. Communication from Supervisor Lefebvre: As the State is responsible for funding the District Attorney's office and courts, I'm requesting Brown County pass a resolution requesting the State to fully fund the District Attorney's office attorneys, assistant attorneys, clerks, judges and all supporting staff as this will help with the overcrowding of the jail. I further request Brown County to contact other counties to join in the above request. *Action pending Special Public Safety Meeting of December 13, 2017.*
4. Communication from Supervisor Brusky: This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. *Action pending Special Public Safety Meeting of December 13, 2017.*
5. Resolution re: Opioid Litigation. To approve. See Resolutions & Ordinances.
6. Ordinance Creating Section 3.335 of Chapter 3 of the Brown County Code of Ordinances Entitled "Edged Weapons Restricted in Specific County Buildings". To approve. See Resolutions & Ordinances.
7. Circuit Court, Commissioners, Probate - Budget Status Financial Report for August & September 2017 (Unaudited). *Action pending Special Public Safety Meeting of December 13, 2017.*
8. District Attorney's Report. *Action pending Special Public Safety Meeting of December 13, 2017.*
9. Public Safety Communications - Budget Status Financial Report for September 2017 (Unaudited). *Action pending Special Public Safety Meeting of December 13, 2017.*
10. Public Safety Communications - Director's Report. *Action pending Special Public Safety Meeting of December 13, 2017.*
11. Emergency Management - Budget Status Financial Report for September 2017 (Unaudited). *Action pending Special Public Safety Meeting of December 13, 2017.*
12. Emergency Management - Director's Report. *Action pending Special Public Safety Meeting of December 13, 2017.*
13. Medical Examiner - Budget Status Financial Report for September 2017 (Unaudited). Receive and place on file.
14. Medical Examiner - 2017 Medical Examiner Activity Spreadsheet. Receive and place on file.
15. Medical Examiner - Tissue Donation Agreement. To hold for one month.

16. Medical Examiner - Resolution re: Authorizing Medical Examiner Intergovernmental Agreement. To approve subject to any amendments that may be made by the County Board. See Resolutions & Ordinances.
17. Sheriff - Budget Status Financial Report for October 2017 (Unaudited). *Action pending Special Public Safety Meeting of December 13, 2017.*
18. Sheriff - Update on Jail Addition – *Standing item. Action pending Special Public Safety Meeting of December 13, 2017.*
19. Sheriff - Budget Adjustment Request (18-01): Any increase in expenses with an offsetting increase in revenue. *Action pending Special Public Safety Meeting of December 13, 2017.*
20. Sheriff - Budget Adjustment Request (18-03): Any increase in expenses with an offsetting increase in revenue. *Action pending Special Public Safety Meeting of December 13, 2017.*
21. Sheriff - Budget Adjustment Request (18-04): Any increase in expenses with an offsetting increase in revenue. *Action pending Special Public Safety Meeting of December 13, 2017.*
22. Sheriff - Budget Adjustment Request (18-05): Any increase in expenses with an offsetting increase in revenue. *Action pending Special Public Safety Meeting of December 13, 2017.*
23. Sheriff's Report. *Action pending Special Public Safety Meeting of December 13, 2017.*
24. Medical Examiner & Sheriff - Request for Proposal (RFP): Brown County Jail Expansion and New Medical Examiner Office, Project #2195 – Request for Approval. To approve.
25. Audit of bills. *Action pending Special Public Safety Meeting of December 13, 2017.*

A motion was made by Supervisor Buckley and seconded by Supervisor Clancy “**to adopt**”. Voice vote taken. Motion carried unanimously.

No. 9fi -- REPORT OF SPECIAL PUBLIC SAFETY COMMITTEE OF DECEMBER 13, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in special session on December 13, 2017 and recommends the following:

1. Communication from Supervisor Lefebvre: As the State is responsible for funding the District Attorney's office and courts, I'm requesting Brown County pass a resolution requesting the State to fully fund the District Attorney's office attorneys, assistant attorneys, clerks, judges and all supporting staff as this will help with the overcrowding of the jail. I further request Brown County to contact other counties to join in the above request. No action taken.
2. Communication from Supervisor Brusky: This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. To approve.
3. Circuit Court, Commissioners, Probate – Budget Status Financial Report for August & September 2017 (Unaudited). To approve.

4. District Attorney's Report. Receive and place on file.
5. Public Safety Communications – Budget Status Financial Report for September and October 2017 (Unaudited). To approve.
6. Public Safety Communication – Director's Report. Receive and place on file.
7. Emergency Management – Budget Status Financial Report for September and October 2017 (Unaudited). To approve.
8. Emergency Management – Director's Report. Receive and place on file.
9. Sheriff – Budget Status Financial Report for October 2017 (Unaudited). Receive and place on file.
10. Sheriff – Update on Jail Addition – *Standing item.* Receive and place on file.
11. Sheriff – Budget Adjustment Request (18-01): Any increase in expenses with an offsetting increase in revenue. To approve.
12. Sheriff – Budget Adjustment Request (18-03): Any increase in expenses with an offsetting increase in revenue. To approve.
13. Sheriff – Budget Adjustment Request (18-04): Any increase in expenses with an offsetting increase in revenue. To approve.
14. Sheriff – Budget Adjustment Request (18-05): Any increase in expenses with an offsetting increase in revenue. To approve.
15. Sheriff's Report. Receive and place on file.
16. Audit of bills. To pay the bills.

A motion was made by Supervisor Clancy and seconded by Supervisor Brusky **“to adopt”**.
Voice vote taken. Motion carried unanimously.

No. 10 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 10a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

- | | | |
|-----------------------------|--|-----------------|
| 17-70 Human Resources | 2017- Fund 130 -Employee Events - Initial apparel cost were higher than expected as well as apparel sales, which were not budgeted for in the 2017 budget. Also adjusting the budgeted amounts for supplies program to reflect current anticipated amounts. Use of Fund 130 fund balance of \$800 is being requested. | Amount: \$800 |
| 17-72 NEW Zoo | The NEW Zoo received a grant from the Greater Green Bay Community Foundation to support the Zoo's masterplan development. Educational programming will incorporate STEM into hands on experience with short term and long term after school programming as well as Train the Teacher workshops. The award period is 9/15/17 – 9/14/18. | Amount: \$1,200 |

| | |
|--------------------------|---|
| 17-73 Admin | <p>The 2016 adopted budget included a transfer of \$25,000 from the General Fund to the Veterans Memorial Fund for an Arena study. With the adoption of the sales tax resolution in 2017, the study will not be performed. This budget adjustment returns the \$25,000 back to the General Fund. (Actual ledger entry = JE 2017-2790)</p> <p style="text-align: right;">Amount: \$25,000</p> |
| 17-74 Corp Counsel | <p>Transfer funds from Corporation Counsel to Human Services to cover the amount of Corporation Counsel staff time directly charged to Human Services for work done on termination of parental rights (TPR) and children in need of protective services (CHIPS). Human Services is able to recoup a portion of these chargebacks through state grants but the remainder of staff time is covered by Corporation Counsel levy so the funding needs to be transferred to Human Services to cover the additional cost.</p> <p style="text-align: right;">Amount: \$82,000</p> |
| 17-75 County Clerk | <p>County Clerk will need to purchase ballot shell stock for 2018 elections this year. Cost per unit price is reduced for large volume orders and shipping costs are less due to a single order. Shipments come from Birmingham and stock needs to be ordered and delivered in late 2017 for printing February's ballots in January 2018.</p> <p style="text-align: right;">Amount: \$22,000</p> |
| 17-85 PALS | <p>Brown County has received Community Development Block Grant (CDBG) Funds since 1985 to provide economic development loans to businesses that create employment opportunities for Low to Moderate Income individuals. Revenue from the repayment of these loans has been used to fund the Brown County Economic Development Revolving Loan Fund (ED-RLF) program. The ED-RLF program collects and records revenue for funds net of expenses for both the Economic Development and County RLF programs. During 2015-2017, the Wisconsin Department of Administration (WI DOA) was considering a cap increase for Brown County to expand the funds available for the ED-RLF program. Therefore, the program retained loan payments received above the cap as program revenue and transferred those funds into the restricted investment account. As of 2017, the investment fund has grown over \$2.4M. In August of 2017, the WI DOA determined that they would not increase the cap and requested the "above the cap funds" be returned. The process to pay those funds back will require the reversing of revenue in 2017. Therefore, a decrease to the County and State loan revenue accounts will be recorded. Total payment to WI DOA is \$1.4M and the fiscal effect calculated with current year activity is a decrease of \$1M</p> <p style="text-align: right;">Amount: \$(1,026,194)</p> |
| 17-87 CO CLERK | <p>2017 – The Governmental Accounting Standards Board (GASB) has issued Statement No. 84 dealing with fiduciary activities. Currently, the Dog License fund is categorized as a fiduciary fund, but will not qualify as a fiduciary fund when the new accounting standard is implemented. As such, the activity for dog licenses should be accounted for as a Special Revenue Fund. Under the County's Fund Balance Policy, the creation of a Special Revenue Fund requires action by the County Board.</p> <p style="text-align: right;">Amount: \$0</p> |
| 17-88 LAND CON | <p>*2017* Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$100,000 of those funds to be used for the Land & Water Conservation Department's expansion of the Demonstration Farm Network to the east side of the County. The Department will not start using these funds received in 2017 until 2018, so the revenue will be included in the Demo Farm fund balance as of 12/31/17.</p> <p style="text-align: right;">Amount: \$100,000</p> |

| | |
|----------------------|---|
| 17-89 PARKS | <p>*2017* In 2017 Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$172,500 of those funds to be used for the Parks Department's Pamperin Park and Reforestation Camp Pines roof replacements, Barkhausen storage building replacement, and the purchase of a forestry cutter machine. The Department most likely will not start using these funds received in 2017 until 2018 and it is expected these funds will be carried over to 2018.</p> <p style="text-align: right;">Amount: \$172,500</p> |
| 17-90 PARKS | <p>2017: Parks- This Budget Adjustment is in relation to revenues exceeding expectations within our camping, shelter rental and pass sales accounts and the use of these revenues within the Outlay account for a replacement one ton dump bed pickup truck and Bay Shore Outlay/Highway accounts to cover additional electric upgrade costs . This vehicle would replace one that is nearly 20 years old and in need of major repair and the Bay Shore Outlay and Intra-County Highway money would be used to complete the campground electrical upgrade.</p> <p style="text-align: right;">Amount: \$58,900</p> |
| 18-01 Sheriff | <p>This 2018 budget request is to increase federal grant revenue and related grant outlay expenses to participate in a Homeland Security WEM/Smart Ray Portable X-Ray System grant (2017-HSW-02A-10934) that provides funding for Brown County to purchase a portable bomb X-ray machine. This device will allow the team to rapidly deploy where imminent need is a must and the team can review suspected threat devices expediently. Fiscal Impact: \$80,000 – Increase revenue and offsetting increase expense.</p> <p style="text-align: right;">Amount: \$80,000</p> |
| 18-03 Sheriff | <p>This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Ballistic Shields grant (2017-HSW-02A-10960) that provides funding for Brown County to purchase ballistic shields for the SWAT team. This grant runs Nov. 1, 2017- Jan. 31, 2018.</p> <p style="text-align: right;">Amount: \$4,000</p> |
| 18-04 Sheriff | <p>This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Audio Kit grant (2015-HSW-02A-10961) that provides funding for Brown County to purchase an audio system for the SWAT team. This grant runs Dec. 1, 2017- Jan. 31, 2018.</p> <p style="text-align: right;">Amount: \$3,344</p> |
| 18-05 Sheriff | <p>This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Pole Camera grant (2017-HSW-02A-10962) that provides funding for Brown County to purchase a camera system for the SWAT team. This grant runs Nov. 2, 2017- Dec. 31, 2018.</p> <p style="text-align: right;">Amount: \$15,000</p> |
| 18-06 CO CLERK | <p>2018 – The Governmental Accounting Standards Board (GASB) has issued Statement No. 84 dealing with fiduciary activities. Currently, the Dog License fund is categorized as a fiduciary fund, but will not qualify as a fiduciary fund when the new accounting standard is implemented. As such, the activity for dog licenses should be accounted for as a Special Revenue Fund. Under the County's Fund Balance Policy, the creation of a Special Revenue Fund requires action by the County Board.</p> <p style="text-align: right;">Amount: \$0</p> |

18-07
LAND
CON

2018 In 2017 Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$100,000 of those funds to be used for the Land & Water Conservation Department's expansion of the Demonstration Farm Network to the east side of the County. The Department will not start using the funds received in 2017 until 2018. The balance will be spent in 2019.

Amount: \$58,000

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE
EDUCATION AND RECREATION
COMMITTEE

LAND CONSERVATION SUBCOMMITTEE

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

A motion was made by Supervisor Becker and seconded by Supervisor Nicholson **"to adopt"**.
Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION 10A

ON THE FOLLOWING PAGES

17-70

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☒ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2017- Fund 130 -Employee Events – Cost of Sales Apparel is a new account category created in 2017 to account for paying our vendor for the Brown County Apparel items. Transfer of funds is needed to add funds to this account. The first apparel sale was expended in 2017, but the revenue received for this sale (\$800) was in December, 2016.


Also adjusting the budgeted amounts for supplies program to reflect current anticipated amounts. Use of Fund 130 fund balance of \$800 is being requested.


Amount: \$800

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|----------------------|---------------------------------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 130.064.032.5000.600 | Employee Events-Cost of Sales Apparel | \$3,600 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 130.064.032.5300.252 | Employee Events- Supplies Program | \$2,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 130.064.032.4601 | Employee Events- Sales | \$800 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 130.3300.200 | Employee Events – Fund Balance | \$800 |

10/11/17
88

AUTHORIZATIONS


 Signature of Department Head
 Department: HR
 Date: 10/16/17


 Signature of BOA or Executive
 Date: 10/25/17

Revised 8/20/15

10a

17-72

BUDGET ADJUSTMENT REQUEST

Category

Approval Level

- | | |
|---|--|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation <input type="checkbox"/> 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) <input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) <input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount <input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue <input type="checkbox"/> 8 Any allocation from a department's fund balance <input type="checkbox"/> 9 Any allocation from the County's General Fund | Dept Head Director of Admin County Exec County Exec Admin Committee Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm Admin Committee 2/3 County Board |
|---|--|

Justification for Budget Change:

The NEW Zoo received a grant from the Greater Green Bay Community Foundation to support the Zoo's masterplan development. Educational programming will incorporate STEM into hands on experience with short term and long term after school programming as well as Train the Teacher workshops. The award period is 9/15/17 - 9/14/18.

Budget Impact \$1,200

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|------------------|---------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 640.057.257.4309 | Other Grants | \$1,200 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 640.057.257.5300 | Supplies | \$1,200 |

AUTHORIZATIONS

 Signature of Department Head

Department: NEW Zoo

Date: 10/11/17

 Signature of DOA or Executive

Date: 10/25/17

Revised 4/1/14

10a

17-73

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☒ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

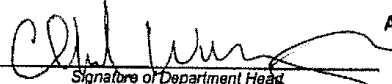
2017 – The 2016 adopted budget included a transfer of \$25,000 from the General Fund to the Veterans Memorial Fund for an Arena study. With the adoption of the sales tax resolution in 2017, the study will not be performed. This budget adjustment returns the \$25,000 back to the General Fund. (Actual ledger entry = JE 2017-2790)

Fiscal effect \$25,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|--------------|---------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 412.062.9003 | Transfer Out | 25,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.090.9002 | Transfer In | 25,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

WV

AUTHORIZATIONS


Signature of Department Head

Department: DOA
Date: 10-26-2017


Signature of DOA or Executive

Date: 10/2/17

Revised 2/3/17

10a

BUDGET ADJUSTMENT REQUEST

17-74

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☒ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board
Oversight Comm
2/3 County Board
Oversight Comm
2/3 County Board
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Transfer funds from Corporation Counsel to Human Services to cover the amount of Corporation Counsel staff time directly charged to Human Services for work done on termination of parental rights (TPR) and children in need of protective services (CHIPS). Human Services is able to recoup a portion of these chargebacks through state grants but the remainder of staff time is covered by Corporation Counsel levy so the funding needs to be transferred to Human Services to cover the additional cost.

Amount: \$82,000

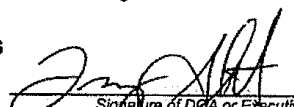
| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|--------------------------|---|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.016.001.9003 | Transfer Out - Corp Counsel | 82,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.016.001.5109.300 | Salaries Reimburse IV-E - Corp Counsel | 82,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 201.076.140.144.5601.300 | Intra-County Expense Other Dept - Comm Programs | 82,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 201.076.140.144.9002 | Transfer In - Comm Programs | 82,000 |


Signature of Department Head

Department: Corp Counsel

Date: 10/17/2017

AUTHORIZATIONS


Signature of DCA or Executive

Date: 10/25/17

MW
10/17/17

Revised 4/1/14

10a

17-75

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

County Clerk will need to purchase ballot shell stock for 2018 elections this year. Cost per unit price is reduced for large volume orders and shipping costs are less due to a single order. Shipments come from Birmingham and stock needs to be ordered and delivered in late 2017 for printing February's ballots in January 2018.


Amount: \$22,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|----------------------|-------------------|----------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.019.001.4700 | Intergovt charges | \$22,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.019.001.5304.100 | Printing Forms | \$22,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | 014 | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

JP 10/17/17


Signature of Department Head

AUTHORIZATIONS


Signature of LDOA or Executive

Department: County Clerk
Date: 10-17-17

Date: 10/25/17

Revised 8/20/15

10a

BUDGET ADJUSTMENT REQUEST

17-85

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
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- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
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- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☒ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Brown County has received Community Development Block Grant (CDBG) Funds since 1985 to provide economic development loans to businesses that create employment opportunities for Low to Moderate Income Individuals. Revenue from the repayment of these loans has been used to fund the Brown County Economic Development Revolving Loan Fund (ED-RLF) program. The ED-RLF program collects and records revenue for funds net of expenses for both the Economic Development and County RLF programs. During 2015-2017, the Wisconsin Department of Administration (WI DOA) was considering a cap increase for Brown County to expand the funds available for the ED-RLF program. Therefore, the program retained loan payments received above the cap as program revenue and transferred those funds into the restricted investment account. As of 2017, the investment fund has grown over \$2.4M. In August of 2017, the WI DOA determined that they would not increase the cap and requested the "above the cap funds" be returned. The process to pay those funds back will require the reversing of revenue in 2017. Therefore, a decrease to the County and State loan revenue accounts will be recorded. Total payment to WI DOA is \$1.4M and the fiscal effect calculated with current year activity is a decrease of \$1M. Fiscal Effect: \$(1,026,194)

| Increase | Decrease | Account # | Account Title | Amount |
|--------------------------|-------------------------------------|----------------------|---------------------------------|-------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.4301 | Federal Grant Revenue | \$2,500,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.5800.200 | Grant Expenditures Loans | \$2,500,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.4301.700 | Federal Grant Revenue Capital | \$355,362 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.4600.140 | Charges and Fees Service | \$473,983 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.4900 | Miscellaneous Revenue | \$159,840 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.066.089.4915 | Loan Interest | \$36,989 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 250.3100.500 | Restricted Sub. Yr Expenditures | \$1,026,194 |

AUTHORIZATIONS


Signature of Department Head


Signature of DOA or Executive

Department: Planner and Services
Date: 11/14/17

Date: 11/14/17

Revised 2/3/17

10a

17-87

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
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- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

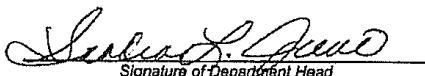
Justification for Budget Change:

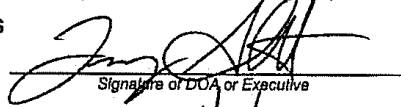
2017 – The Governmental Accounting Standards Board (GASB) has issued Statement No. 84 dealing with fiduciary activities. Currently, the Dog License fund is categorized as a fiduciary fund, but will not qualify as a fiduciary fund when the new accounting standard is implemented. As such, the activity for dog licenses should be accounted for as a Special Revenue Fund. Under the County's Fund Balance Policy, the creation of a Special Revenue Fund requires action by the County Board.

Fiscal effect \$ Zero

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|----------------------|--------------------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.4401 | Special Revenue - Licenses | 8,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.4401 | Fiduciary - Licenses | 8,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5300.xxx | Special Revenue - Licenses | 1,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5310 | Special Revenue - Advertising | 2,100 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5330 | Special Revenue - Books | 4,900 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5300.xxx | Fiduciary - Supplies | 1,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5310 | Fiduciary - Advertising | 2,100 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5330 | Fiduciary - Books, periodicals | 4,900 |

AUTHORIZATIONS


Signature of Department Head
Department: County Clerk
Date: 11-15-17


Signature of BOA or Executive
Date: 11/16/17

Revised 2/3/17

10a

BUDGET ADJUSTMENT REQUEST

17-88

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
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- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2017 Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$100,000 of those funds to be used for the Land & Water Conservation Department's expansion of the Demonstration Farm Network to the east side of the County. The Department will not start using these funds received in 2017 until 2018, so the revenue will be included in the Demo Farm fund balance as of 12/31/17.

Budget Impact: \$100,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|------------------|-----------------------------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.048.306.4309 | Demo Farm Other Grant Revenue | 100,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.3100.500 | Demo Farm Restricted Fund Balance | 100,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

43 11/15/17

AUTHORIZATIONS

Michael J. S. Mischke
Signature of Department Head
Department: Land & Water Conservation
Date: 11/15/17

[Signature]
Signature of DOA or Executive
Date: 11/16/17

Revised 2/3/17

10a

17-89

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☒ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Committee
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
Admin Committee
2/3 County Board


Justification for Budget Change:

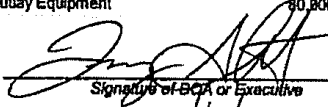
2017 In 2017 Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$172,500 of those funds to be used for the Parks Department's Pamperin Park and Reforestation Camp Pines roof replacements, Barkhausen storage building replacement, and the purchase of a forestry cutter machine. The Department most likely will not start using these funds received in 2017 until 2018 and it is expected these funds will be carried over to 2018.

Budget Impact: \$172,500

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|--------------------------|--|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.091.001.4309 | Barkhausen Other Grant Revenue | 50,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.091.001.6110.100 | Barkhausen Outlay Other | 50,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.092.001.4309 | Reforestation Camp Other Grant Revenue | 13,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.092.001.6110.100 | Reforestation Camp Outlay Other | 13,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.094.001.4309 | Pamperin Other Grant Revenue | 29,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.094.001.6110.100 | Pamperin Outlay Other | 29,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.001.4309 | Parks General Other Grant Revenue | 80,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.062.001.6110.020 | Parks General Outlay Equipment | 80,000 |

AUTHORIZATIONS


 Signature of Department Head
 Department: PARKS
 Date: 11/15/17


 Signature of BOA or Executive
 Date: 11/16/17

Revised 2/3/17

100

17-90

BUDGET ADJUSTMENT REQUEST

| Category | Approval Level |
|--|---|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none">• Reallocation to another account strictly for tracking or accounting purposes• Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount | Oversight Comm 2/3 County Board |
| <input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 8 Any allocation from a department's fund balance | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 9 Any allocation from the County's General Fund | Oversight Comm Admin Committee 2/3 County Board |

Justification for Budget Change:

2017: Parks- This Budget Adjustment is in relation to revenues exceeding expectations within our camping, shelter rental and pass sales accounts and the use of these revenues within the Outlay account for a replacement one ton dump bed pickup truck and Bay Shore Outlay/Highway accounts to cover additional electric upgrade costs. This vehicle would replace one that is nearly 20 years old and in need of major repair and the Bay Shore Outlay and Intra-County Highway money would be used to complete the campground electrical upgrade.

#48,000 purchase truck, \$10,900 to finish Bayshore campground electrical. Budget impact: \$58,900

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|--------------------------|------------------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.092.001.4801.770 | RFC - Pass Sales | 7,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.093.001.4800.782 | Fairgrds - Camping | 5,800 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.093.001.4803.712 | Fairgrds - Shelter Rental | 5,800 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.094.001.4801.770 | Pamperlin - Pass Sales | 4,200 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.094.001.4803.712 | Pamperlin - Shelter Rental | 11,200 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.095.001.4800.782 | Bay Shore - Camping | 24,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.001.8110.020 | Parks - Outlay | 48,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.095.001.8110.100 | Bay Shore - Outlay | 3,800 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.082.095.001.5801.350 | Bay Shore - Intra-Co Highway | 7,000 |

M. H. Kline
Signature of Department Head
Department: PARKS
Date: 11/16/17

AUTHORIZATIONS
[Signature]
Signature of DOA or Executive
Date: 11/21/17

Revised 2/3/17

100

18-07

BUDGET ADJUSTMENT REQUEST

| Category | Approval Level |
|---|---|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue | Oversight Comm 2/3 County Board |
| <input checked="" type="checkbox"/> 8 Any allocation from a department's fund balance | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 9 Any allocation from the County's General Fund | Oversight Comm Admin Committee 2/3 County Board |

Justification for Budget Change:

2018 In 2017 Brown County received non-budgeted revenue of \$280,164 from the Wisconsin Department of Administration for an Environmental Impact Fee associated with the construction of the North Appleton-Morgan Transmission Line Project by American Transmission Company (ATC). The payment is pursuant to Wisconsin Statutes 16.969 (4) and directs that these funds are to be used for environmental programs. The requested Budget Adjustment is to enable \$100,000 of those funds to be used for the Land & Water Conservation Department's expansion of the Demonstration Farm Network to the east side of the County. The Department will not start using the funds received in 2017 until 2018. The balance will be spent in 2019.

Budget Impact: \$58,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|------------------|-----------------------------------|--------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 110.3100.500 | Demo Farm Restricted Fund Balance | 58,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.048.306.5300 | Demo Farm Supplies | 22,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.048.306.5365 | Demo Farm Special Events | 5,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.048.306.5700 | Demo Farm Contracted Services | 10,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110.048.306.5801 | Demo Farm Land Owner Payments | 20,500 |

20 11/15/17

Michael G. Mahuli
Signature of Department Head
Department: Land & Water Conservation
Date: 11/15/17

AUTHORIZATIONS

[Signature]
Signature of DOA or Executive
Date: 11/16/17

Revised 2/3/17

100

18-01

BUDGET ADJUSTMENT REQUEST

Category

Approval Level

- | | |
|--|---|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount | Oversight Comm 2/3 County Board |
| <input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 8 Any allocation from a department's fund balance | Oversight Comm 2/3 County Board |
| <input type="checkbox"/> 9 Any allocation from the County's General Fund | Oversight Comm Admin Committee 2/3 County Board |

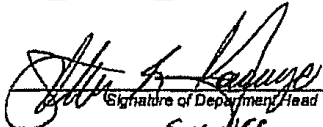
Justification for Budget Change:

This 2018 budget request is to increase federal grant revenue and related grant outlay expenses to participate in a Homeland Security WEM/Smart Ray Portable X-Ray System grant (2017-HSW-02A-10934) that provides funding for Brown County to purchase a portable bomb X-ray machine. This device will allow the team to rapidly deploy where imminent need is a must and the team can review suspected threat devices expediently.

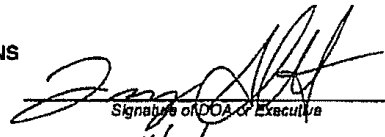
Fiscal Impact: \$80,000 – Increase revenue and offsetting increase expense

Amount \$ 80,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|----------------------|-----------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.074.4301 | Federal grant revenue | 80,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.6100.020 | Outlay | 80,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |


 Signature of Department Head
 Department: Sheriff
 Date: 10/31/17

AUTHORIZATIONS


 Signature of DOA or Executive
 Date: 11/2/17

Revised 4/1/14

100

18-03

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
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- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Committee
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Ballistic Shields grant (2017-HSW-02A-10960) that provides funding for Brown County to purchase ballistic shields for the SWAT team. This grant runs Nov. 1, 2017- Jan. 31, 2018.

Budget Impact: \$4,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|------------------|-----------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.4301 | Federal grant revenue | 4,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.5395 | Equipment non-outlay | 4,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

AUTHORIZATIONS

Signature of Department Head

Department: SWAT

Date: 11/08/17

Signature of DOA or Executive

Date: 11/14/17

Revised 4/1/14

10a

18-04

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

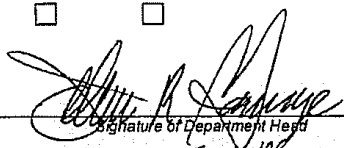
Dept Head
 Director of Admin
 County Exec
 County Exec
 Admin Committee
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 Admin Committee
 2/3 County Board

Justification for Budget Change:

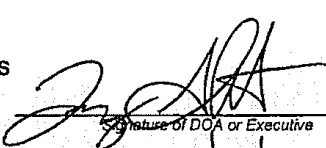
This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Audio Kit grant (2015-HSW-02A-10961) that provides funding for Brown County to purchase an audio system for the SWAT team. This grant runs Dec. 1, 2017- Jan. 31, 2018.

Budget Impact: \$3,344

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|------------------|-----------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.4301 | Federal grant revenue | 3,344 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.5395 | Equipment non-outlay | 3,344 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |


 Signature of Department Head
 Department: SWAT
 Date: 11/14/17

AUTHORIZATIONS


 Signature of DOA or Executive
 Date: 11/14/17

Revised 4/1/14

10a

18-05

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

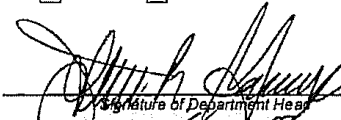
Oversight Comm
2/3 County BoardOversight Comm
2/3 County BoardOversight Comm
2/3 County BoardOversight Comm
2/3 County BoardOversight Comm
Admin Committee
2/3 County BoardJustification for Budget Change:

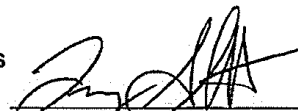
This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Pole Camera grant (2017-HSW-02A-10962) that provides funding for Brown County to purchase a camera system for the SWAT team. This grant runs Nov. 2, 2017- Dec. 31, 2018.

Budget Impact: \$15,000

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|----------------------|-----------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.4301 | Federal grant revenue | 15,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.074.001.6110.020 | Outlay Equipment | 15,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

AUTHORIZATIONS


 Department: SWAT
 Date: 11/18/17


 Date: 11/14/17

Revised 4/1/14

10a

18-06

BUDGET ADJUSTMENT REQUEST**Category**

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

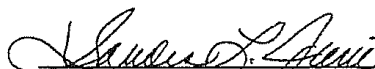
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2018 – The Governmental Accounting Standards Board (GASB) has issued Statement No. 84 dealing with fiduciary activities. Currently, the Dog License fund is categorized as a fiduciary fund, but will not qualify as a fiduciary fund when the new accounting standard is implemented. As such, the activity for dog licenses should be accounted for as a Special Revenue Fund. Under the County's Fund Balance Policy, the creation of a Special Revenue Fund requires action by the County Board.

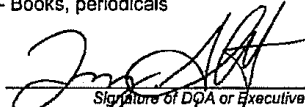
Fiscal effect \$ Zero

| <u>Increase</u> | <u>Decrease</u> | <u>Account #</u> | <u>Account Title</u> | <u>Amount</u> |
|-------------------------------------|-------------------------------------|----------------------|--------------------------------|---------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.4401 | Special Revenue - Licenses | 8,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.4401 | Fiduciary - Licenses | 8,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5300.xxx | Special Revenue - Licenses | 1,000 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5310 | Special Revenue - Advertising | 2,100 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 265.019.016.5330 | Special Revenue - Books | 4,900 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5300.xxx | Fiduciary - Supplies | 1,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5310 | Fiduciary - Advertising | 2,100 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 802.5330 | Fiduciary - Books, periodicals | 4,900 |


Signature of Department Head

Department: County Clerk
Date: 11-15-17

AUTHORIZATIONS


Signature of DCA or Executive

Date: 11/16/17

Revised 2/3/17

10a

Administration Committee

No. 10b -- RESOLUTION APPROVING BUDGET ADJUSTMENT GENERAL FUND USAGE.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Administration Department has submitted the following request to release General Fund dollars previously committed for future debt service payments, which requires approval by a 2/3 vote of the full County Board:

17-77 Admin 2017 – With the adoption of the 2014 budget under Resolution 13(2), the County Board designated \$250,000 in the General Fund to pay a portion of the \$1 million balloon payment to be made in 2021. Given that (a) four debt refinancing issues have occurred since then, (b) the resolution was not specific as to which debt issue in 2021 is involved, and (c) the scheduled debt payments between 2020 and 2021 actually decreases, the recommendation is to remove this fund balance designation and return the \$250,000 to the unassigned General Fund balance.
Amount: \$250,000

and;

WHEREAS, this budget adjustment is necessary to ensure activities are appropriated and accounted for properly, and this budget adjustment has been approved of and recommended by the Administration Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and approves of the above transfer/use of General Fund dollars, and of returning the \$250,000 to the unassigned General Fund balance.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by Administration
Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

A motion was made by Supervisor Schadewald and seconded by Supervisor Becker **“to adopt”**. Voice vote taken. Motion carried unanimously.

ATTACHMENT TO RESOLUTION 10B

ON THE FOLLOWING PAGE

17-77

BUDGET ADJUSTMENT REQUEST

Category


Approval Level

- | | |
|--|--|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation <input type="checkbox"/> 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) <input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) <input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount <input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue <input type="checkbox"/> 8 Any allocation from a department's fund balance <input checked="" type="checkbox"/> 9 Any allocation from the County's General Fund | Dept Head Director of Admin County Exec County Exec Admin Committee Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm 2/3 County Board Oversight Comm Admin Committee 2/3 County Board |
|--|--|

Justification for Budget Change:

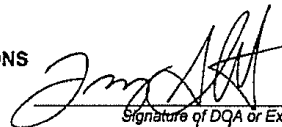
2017 – With the adoption of the 2014 budget under Resolution 13(2), the County Board designated \$250,000 in the General Fund to pay a portion of the \$1 million balloon payment to be made in 2021. Given that (a) four debt refinancing issues have occurred since then, (b) the resolution was not specific as to which debt issue in 2021 is involved, and (c) the scheduled debt payments between 2020 and 2021 actually decreases, the recommendation is to remove this fund balance designation and return the \$250,000 to the unassigned General Fund fund balance. **Fiscal effect \$250,000**

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|--------------|------------------------------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.3000 | Unassigned fund balance | 250,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 100.3300.600 | Assigned fund balance—Debt service | 250,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |



 Signature of Department Head
 Department: Administration
 Date: 10-23-2017

AUTHORIZATIONS



 Signature of DQA or Executive
 Date: 11/2/17

Revised 2/3/17

10b

No. 10c -- **ORDINANCE TO AMEND SECTION 2.06 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "ADMINISTRATION COMMITTEE".**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Section 2.06 of Chapter 2 of the Brown County Code of Ordinances is hereby amended as follows:

2.06 ADMINISTRATION COMMITTEE. The Committee shall have the duty and responsibility to:

- (1) Act as the policy oversight committee for the following departments:

County Clerk
Corporation Counsel
County Treasurer
Information Technology Services
Department of Administration
Human Resources
Child Support

- (2) Act as the policy oversight committee for the Housing Authority.

~~(3) Approve or deny all requests for transfers in accordance with Section 65.90(5)(b), Wis. Stats. and transfers from the Contingent Fund when these transfers affect the policy oversight jurisdictional areas of this committee.~~

~~(3)~~(4) Review policy matters relating to banks, bonds, the collection of delinquent taxes and the acquisition and sale of tax deeded properties and to make reports to the County Board.

~~(4)~~(5) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption.

~~(6) Collect, collate and disseminate information from all standing committees during their annual budget review process, with the help of the Finance Department.~~

~~(5)~~ (7) Prior to November 1 of the year preceding a year in which an election for the position of county executive is to be conducted, consider and make recommendations to the full Board on a compensation package for that office.

~~(6)~~ (8) Prior to November 1 of off numbered years, consider and make recommendations to the full Board on a compensation package for the County Board Supervisors to be elected at the succeeding spring election.

~~(7)~~ (9) Consider and make recommendations to the County Board on matters relating to County finances including resolutions for fund transfers, contracts, and land acquisition and real estate transactions which are not otherwise committed to a different standing committee.

~~(10) Engage the services of architects or engineers for making surveys and estimates of proposed work as directed by the County Board. It is the intent of this provision that, within funds budgeted to the County Board, the Committee can order architect and/or engineer services for~~

~~advice prior to the time it must authorize funding for capital improvements so that the Committee and County Board can inform itself about these proposed projects.~~

~~(8)~~ (11) To act as a finance committee and exercise the following responsibilities as such:

(a) Committee of jurisdiction for any matters relating to finances, taxes, insurance, tax titles, licenses, claims, bonds and any other related items that have not been assigned to another committee or designee.

(b) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption. After adoption of the annual budget, the Committee shall have authority to make budgetary alterations as permitted by Section 65.90 (5)(b), Wis. Stats., provided they do not exceed 10% of the overall budget for that department.

(c) Recommend to the County Board all requests for transfers of funds from the General Fund or Contingency Fund.

(d) Approve all insurance policies including health, dental, life, worker's compensation, fire and liability.

(e) Examine all invoices filed against the County by each department responsible to the Administration Committee and other invoices not examined by any other committee, board or commission and report to the County Board at each meeting.

(f) Examine all claims filed against the County except dog damage claims and recommend their allowance or disallowance that have not been assigned to another committee or designee.

~~(g) Shall give prior approval on all grants pursuant to Section 3.12 of the Brown County Code.~~

~~(g)~~ (h) Approve all requests for transfer of monies from the Contingent Fund.

~~(i) Recommend to the County Board all requests for establishing petty cash funds~~

(h) Approve all requests for transfer of monies from the General Fund.

Section 2 – This ordinance shall become effective upon passage and publication.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/13/2017
COUNTY BOARD CHAIR (Date)

Authored by: Department of Administration
Final Draft Approved by Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Blom and seconded by Supervisor Schadewald **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENT TO ORDINANCE 10C

ON THE FOLLOWING PAGE

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: November 3, 2017
REQUEST TO: Administration
MEETING DATE: November 29, 2017
REQUEST FROM: Chad Weininger
Director of Administration

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO AMEND SECTION 2.06 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "ADMINISTRATION COMMITTEE"

ISSUE/BACKGROUND INFORMATION:

Clarification of Administration Committee's role as defined in Chapter 2 of the Brown County Code of Ordinances.

ACTION REQUESTED:

To approve the changes described in the Resolution, as previously discussed at the July 12, 2017 Administration Committee meeting.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10C

Administration and Executive Committees

No. 10d -- ORDINANCE TO AMEND SECTION 4.49 (ENTITLED "EXTRA PAY") OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES.

A motion was made by Vice Chair Lund and seconded by Supervisor Dantine "to refer Item No. 10d back to Executive Committee and to Planning, Development and Transportation Committee". Voice vote taken. Motion carried unanimously.

*NOTE: After the approval of item No. 10e, a motion was made by Supervisor Zima and seconded by Supervisor Schadewald "to suspend the rules and allow Supervisor Van Dyck to speak to Item No. 10d". Voice vote taken. Motion carried unanimously.

Following discussion, a motion was made by Supervisor Schadewald and seconded by Supervisor Van Dyck "to allow amendment to the motion to be made to item No. 10d". Voice vote taken. Motion carried unanimously.

A motion was then made by Vice Chair Lund and seconded by Supervisor Erickson "to refer Item No. 10d back to all standing committees". Voice vote taken. Motion carried unanimously.

Administration and Planning, Development & Transportation Committees

No. 10e -- RESOLUTION RE: AUTHORIZING AND DIRECTING APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – HOUSING PROGRAM FOR SMALL CITIES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Federal grant monies are available under the Wisconsin Community Development Block Grant housing program, administered by the State of Wisconsin, Department of Administration, Division of Housing, for the purpose of housing activities; and

WHEREAS, after public meeting and due consideration, the Brown County Planning, Development and Transportation Committee has recommended that an application be submitted to the State of Wisconsin for grant funding for projects benefitting low to moderate income persons within the 10-County Northeastern Wisconsin Region, including owner-occupied housing unit rehabilitation, rental housing unit rehabilitation and owner-occupied housing unit purchase down payment assistance; and

WHEREAS, it is desired that the Brown County Board of Supervisors approve of, authorize and direct the preparation and filing of an application for Brown County to receive said grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves of, authorizes and directs the preparation and filing of an application for grant funding for the above-named projects; and

BE IT FURTHER RESOLVED, that the Brown County Executive is hereby authorized and directed to sign any and all necessary documents on behalf of Brown County in regard to applying for said grant funding; and

BE IT FURTHER RESOLVED, that Brown County Planning and Land Services Department staff is hereby authorized and directed to take any and all steps necessary to prepare and submit the application for grant funding re this program and in accordance with this resolution.

Respectfully submitted,
ADMINISTRATION COMMITTEE

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by: Brown County Planning Commission
Approved by: Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution seeks additional community Development Block Grant dollars for the County.

A motion was made by Supervisor Erickson and seconded by Supervisor Sieber **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENT TO RESOLUTION 10E

ON THE FOLLOWING PAGE

PLANNING COMMISSION

Brown County

305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-6480 FAX (920) 448-4487
WEB SITE www.co.brown.wi.us/planning



CHUCK LAMINE, AICP

PLANNING DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: November 20, 2017
REQUEST TO: Planning, Development, and Transportation Committee; Administration Committee; County Board
MEETING DATE: 11-27-2017; 11-29-2017; and 12-13-2017
REQUEST FROM: Chuck Lamine
Planning and Land Services Department
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: Authorizing Submittal of Northeastern Region CDBG-Housing Small Cities Grant Application

ISSUE/BACKGROUND INFORMATION:

Since 2014, Brown County has administered a housing rehabilitation loan program for a 10-county region of Northeastern Wisconsin, funded by the State of Wisconsin's Community Development Block Grant (CDBG) Small Cities Housing Program. The program provides 0% interest, deferred payment loans to low-moderate income homeowners to fund repairs to their homes. Typical repairs include roofs, siding, windows, septic systems, wells, electrical, plumbing, and structural/foundation work. The loan is recorded as a mortgage on the home and is payable in full at such time as the home is no longer the principal place of residence of the applicant; typically when the home is sold. Repaid loans will be used to create a revolving loan fund. To date, the program has obligated funds for a total of 177 projects totaling \$3.1 million in projects. The program pays for all administration and project costs, including a pro-rated portion of internal Brown County administrative chargebacks, and all or portions of salary/fringe for five PALS staff for their time spent on the program. The subject resolution authorizes submittal of a grant application to the Wisconsin Department of Administration to recapitalize the project fund for future years.

ACTION REQUESTED:

Approval of the subject resolution authorizing the submittal of a CDBG-Housing Small Cities Grant Application by Brown County Planning Commission staff.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project?
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? If awarded, will be identified in 2018 and future budgets
 2. If no, how will the impact be funded? If awarded, grant covers all project and administrative expenses.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10e

Administration, Executive and Public Safety Committees

No. 10f -- OPIOID LITIGATION RESOLUTION.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

WHEREAS, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

WHEREAS, County has spent what may amount to millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

WHEREAS, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

WHEREAS, County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial

responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

WHEREAS, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and

WHEREAS, County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

WHEREAS, the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

WHEREAS, all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

WHEREAS, County is informed that the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

WHEREAS, County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Wisconsin Counties Association as needed; and

WHEREAS, County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

WHEREAS, by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and agrees to have the County execute and be bound by the Engagement Letter, hereby authorizes and directs that the appropriate officer of the County execute the Engagement Letter on behalf of the County, hereby directs that County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the

Engagement Letter and hereby authorizes and directs all County personnel to cooperate with and assist the Law Firms in relation thereto; and

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.

Fiscal Note: The resolution does not require an appropriation from the General Fund. County is insured for counter lawsuits over \$250,000.00.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by: Corporation Counsel
Approved by: Corporation Counsel

A motion was made by Supervisor Schadewald and seconded by Supervisor Hoyer **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION 10F
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-21-2017
REQUEST TO: Public Safety Committee; Administration Committee; Executive Committee; and County Board
MEETING DATE: 11-29-2017; 11-29-2017; 12-04-2017; and 12-13-2017
REQUEST FROM: David P. Hemery
Corporation Counsel

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: OPIOID LITIGATION RESOLUTION

ISSUE/BACKGROUND INFORMATION:

Resolution to authorize bringing lawsuit with other counties in the State of WI and the Nation against opioid manufacturers, as provided in Resolution and associated documents.

ACTION REQUESTED:

Passage of Resolution.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$Nominal mailing cost, and hard to estimate cost of employee time regarding providing information to attorneys
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account?
 2. If no, how will the impact be funded? Employee time already budgeted, and mailing cost is nominal

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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Crueger
Dickinson

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

September 25, 2017

VIA EMAIL

Brown County
c/o Patrick Moynihan, Jr., Board Chair
Troy Streckenbach, County Executive

RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Brown County Officials:

The purpose of this letter ("Engagement Letter") is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively "Counsel") will provide legal services to Brown County ("County") in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively "Opioid Manufacturers"). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers ("Lawsuit") upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County's inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers ("National Law Firm") and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel

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and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

| <u>Firm Name</u> | <u>Percentage of Fees if Successful</u> |
|---------------------------|---|
| von Briesen & Roper, s.c. | 10% |
| Crueger Dickinson LLC | 45% |
| Simmons Hanly Conroy LLC | 45% |

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County

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disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c. respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

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advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEEs FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

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Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

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von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

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CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

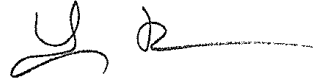
Very truly yours,

von BRIESEN & ROPER, s.c.

CRUEGER DICKINSON LLC



Andrew T. Phillips



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

BROWN COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____ Date: _____

Title: _____

cc: Corporation Counsel

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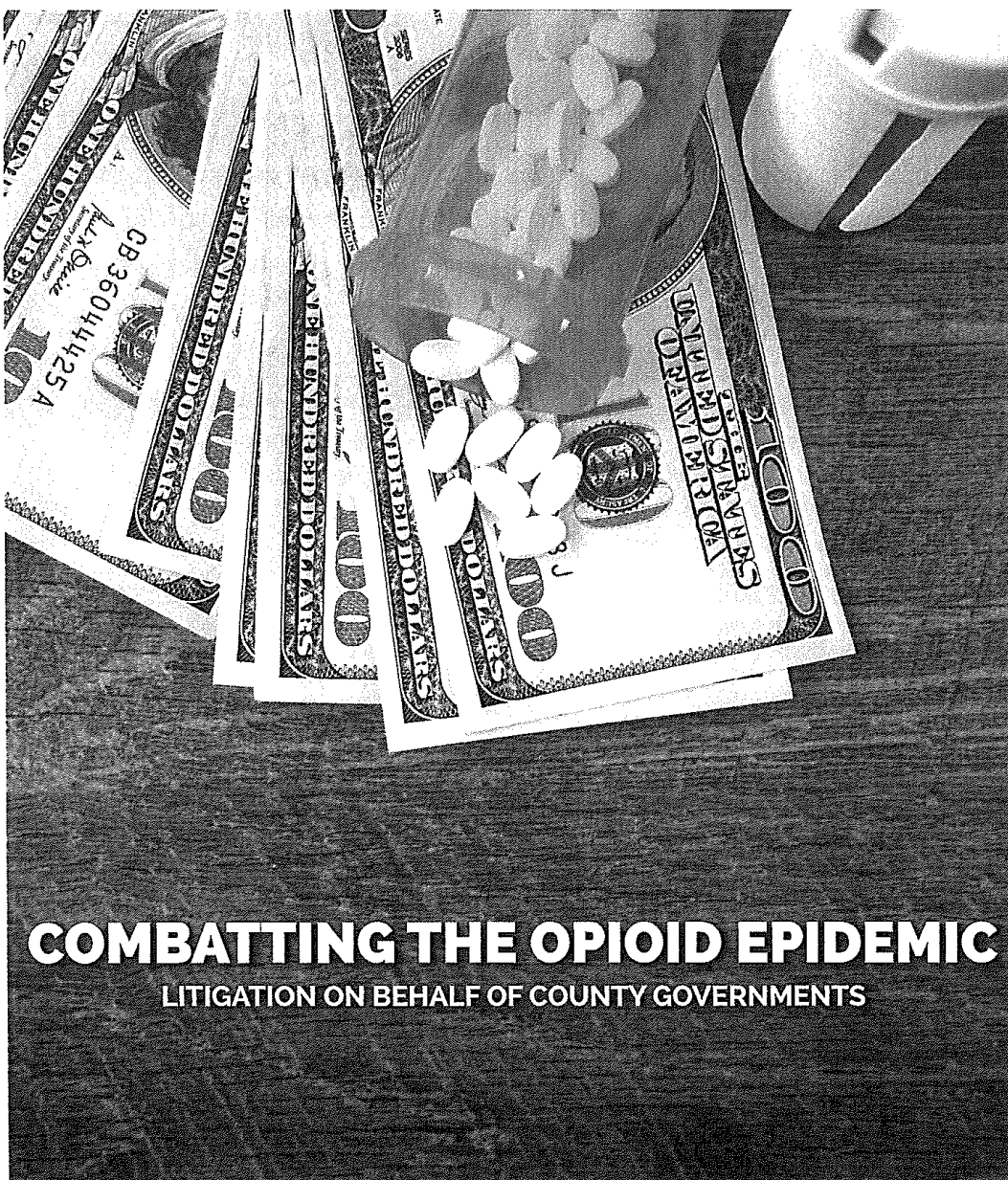
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Crueger
Dickinson

vonBriesen

von Briesen & Roper, s.c. | Attorneys at Law



COMBATTING THE OPIOID EPIDEMIC

LITIGATION ON BEHALF OF COUNTY GOVERNMENTS

CRUEGERDICKINSON.COM VONBRIESEN.COM

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Crueger
Dickinson

vonBriesen
von Briesen & Roper, s.c. | Attorneys at Law

THE OPIOID EPIDEMIC: A PUBLIC HEALTH CRISIS

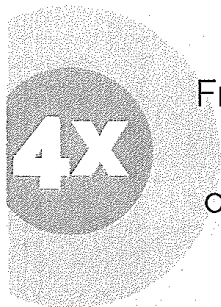
Opioid addiction and abuse have reached epidemic levels over the past decade. Indeed, on March 22, 2016, the FDA recognized opioid abuse as a "public health crisis" that has a "profound impact on individuals, families and communities across our country."¹

In the last decade, the epidemic has exploded. From 1999 to 2013 the amount of opioids dispensed in the United States quadrupled.

In 2013, nearly 207 million opioid prescriptions were written. A year later, that number grew to 259 million.

Those sales are big business for the pharmaceutical companies that manufacture and sell opioids including Purdue, Teva, Janssen, Cephalon and Endo (referred to as "Pharma"). In 2015 alone, the sale of opioids generated nearly \$10 Billion in revenue for Pharma.

Sales and profits have grown dramatically over the past several decades.

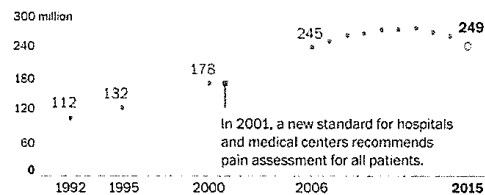


From 1999 to 2013,
the amount of
prescription
opioids dispensed
in the U.S. nearly
quadrupled.

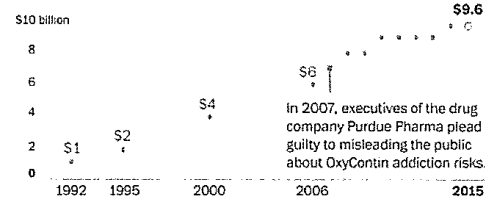
Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

Total prescriptions filled in the United States



Total U.S. sales



Source: IMS Health²

THE WASHINGTON POST

¹ <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm>

² https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae

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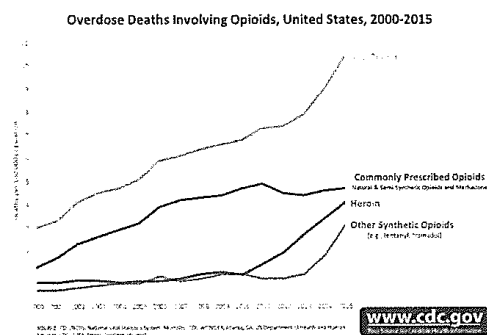
This spike in sales has had devastating and catastrophic effects. 2015 Data from the National Survey on Drug Use and Health showed that in the year 2013 over a third of the people in the United States had used prescription opioids with a significant number suffering from addiction as a result.

37.8% Americans used
prescription opioids
(91.8 MILLION PEOPLE)

4.7% misused them
(11.5 MILLION PEOPLE)

.8% had a use disorder
(1.9 MILLION PEOPLE)

Additionally, deaths from opioids dramatically spiked with increased sales.



As described below, these dramatically increased sales and the spike in abuse and resultant deaths directly corresponds to Pharma's decision to market opioids for long-term use despite their known addictive effects.

PHARMA'S ROLE IN CREATING THE OPIOID EPIDEMIC

Opioids were historically used to provide effective treatment for short-term pain management. Controlled studies of the safety and efficacy of opioids were limited to short-term use. Pharma knew the limitations of the controlled studies. However, Pharma knew that profits could sky rocket if they were able to market and sell opioids for long-term use, including to treat chronic pain. In order to expand their market and achieve a dramatic increase in profits, Pharma decided to create a false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long-term use. This false marketing campaign began in the late 90s, but exponentially increased starting in about 2006 and continues to the present.

Pharma was successful.

SINCE 1999

Prescription sales of
opioids have **quadrupled**

IN 2010

254 million opioid prescriptions were written

IN 2013

37.4% of the population
had been prescribed
Opioids

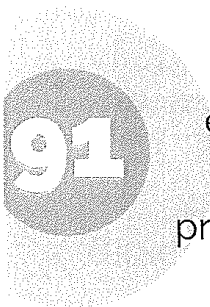
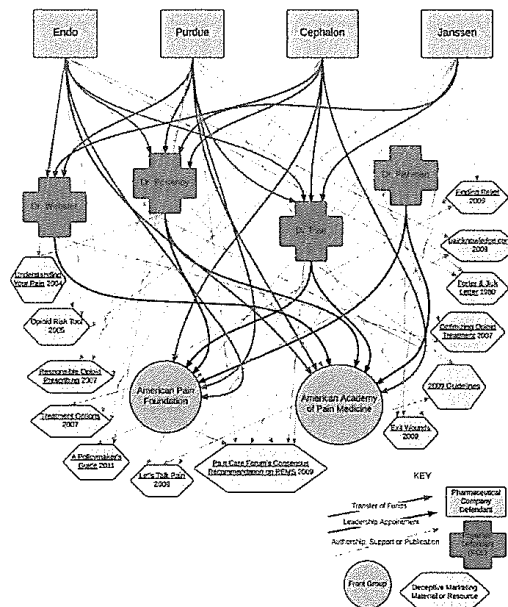


The result was a public health crisis that has had a profound impact on individuals, families and communities across the country

The National Institute for Health ("NIH") identified Pharma as directly responsible for this crisis. In 2015, the NIH found that "several factors are likely to have contributed to the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and *aggressive marketing by pharmaceutical companies.*"³

That "aggressive marketing campaign" included distorting medical and public perception of existing scientific data to create the false impression that opioids were safe and efficacious for long-term use. To accomplish this, Pharma poured money into generating articles, continuing education courses, sales groups and advocacy groups to create a phony "consensus" supporting the long-term use of opioids. Pharma and a select group of doctors and "front groups" banded together to create false legitimacy and the impression that these drugs were safe and efficacious for long-term use.

The following graphic depicts how this worked:



91 Americans die
every day from an
opioid overdose
(that includes
prescription opioids
and heroin).

County of Suffolk v. Purdue Pharm L.P. et al. Case No. NYSCEF 613760/2016
Doc No. 2: Ex. A

WHY DID PHARMA DO THIS?

The answer is simple. Pharma made blockbuster profits. In 2012 alone, Pharma raked in \$8 Billion from the sale of opioids. Purdue alone made \$3.1 Billion from the sale of the opioid Oxycodone.

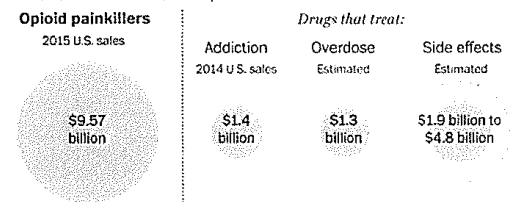
³ <https://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2016/americas-addiction-to-opioids-heroin-prescription-drug-abuse>



Not only has the Pharma industry profited from selling opioids but companies have also profited from treating the effects. As illustrated in a recent Washington Post article, the profits have been enormous:

Drugs to treat the effects of drugs

The nearly \$9.6 billion industry around opioid pain management has begotten a number of new billion-dollar markets for addiction, overdose and side effects such as constipation.



Sources: IMS Health, Credence Research, Transparency Market Research, One Equity Research⁴

THE WASHINGTON POST

been covering the opioid epidemic and resulting litigation. (Several recent examples have been included in the attached Appendix, Tab 2).

HOLDING PHARMA ACCOUNTABLE: CLAIMS

Lawsuits seek to hold opioid manufacturers accountable for the costs communities incur as a result of the opioid epidemic

Lawsuits have alleged that Pharma and a select group of doctors worked together to create a false impression of the safety and efficacy of opioids for long term use. Allegations are that Pharma and the doctors misled the medical community and consumers into believing that opioids were non-addictive and were a viable option for treatment of chronic pain. Legal claims have included:

- Misrepresentation
- Consumer Fraud/Violation of Consumer Protection Statutes
- False Advertising
- Nuisance
- Civil RICO

Different cases have taken different approaches, but the facts and allegations are similar. A sample of one of the Complaints, filed by Suffolk County, New York is included in the attached Appendix (Tab 3).

COUNTIES BEAR THE COSTS

While Pharma was raking in profits, county governments have been forced to spend a significant amount of money combatting this epidemic. Costs to counties include health care costs, addiction and treatment costs, social costs, programming, training and education costs, criminal justice and victimization costs and lost productivity

COUNTIES AND STATES FILE LAWSUITS

A number of government entities have brought litigation against the Pharma companies for their role in creating the Opioid Epidemic. This includes the State of Kentucky, the State of Ohio, the City of Chicago and counties in New York, West Virginia and Illinois. More and more cases are filed every week. A chart summarizing the current litigation is attached in the Appendix hereto (Tab 1). Additionally, major news outlets have

⁴ https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae

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WHAT ARE THE DOLLAR FIGURES?

While it is still early in the investigation into the exact costs to counties, states and municipalities, costs of the Opioid Epidemic are staggering. Indeed, in 2016 researchers from the CDC estimated the annual economic burden of prescription opioid abuse in the U.S. at \$78.4 Billion. The study further broke down this cost as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

5

While the CDC study did not attempt to estimate damages to county governments, the economic impact is significant and, to date, unreimbursed by Pharma.

5 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*, October 2016, 54(10): 901 - 906



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FREQUENTLY ASKED QUESTIONS



WHAT IS THE OPIOID LITIGATION AND WHY DOES IT AFFECT COUNTIES?

State and local governments around the country have begun to file lawsuits against several major manufacturers (Purdue, Janssen, Endo, Cephalon and others) (referred to as "Pharma") for their role in creating the Opioid Epidemic. These manufacturers flooded the market with highly addictive drugs, claiming they were safe and efficacious for long term use, manufactured studies to support these false claims and knowingly misrepresented the addictive nature of these drugs. As a result of these misrepresentations, millions of Americans lives have been impacted or destroyed (commonly referred to as the "Opioid Epidemic"). The Opioid Epidemic has in turn imposed huge costs on both county and state governments around the country including health care costs, substance abuse, treatment and prevention costs, criminal justice costs and productivity costs.



WHAT IS THE ECONOMIC IMPACT OF THE OPIOID EPIDEMIC?

While it is still early in the investigation, studies have analyzed the economic impact of the Opioid Epidemic. In the most recent major study, published in 2016 by CDC researchers, the annual estimated economic burden of prescription opioid abuse in the United States was determined to be \$78.4 Billion. Of that number the economic impact broke down as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

5

Predictably, as the epidemic has worsened, so has the economic burden. Indeed, a similar study in 2007 found the annual economic impact was \$55.7 Billion. And a recent 2017 study funded by the U.S. Department of Health and Human Services found that more than one third of U.S. civilian, noninstitutionalized adults reported prescription opioid use, with substantial numbers reporting misuse and use disorders. As the problem has worsened since 2013, it is expected that the impact has correspondingly worsened.

6 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016; 54(10): 901-906

108



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WHAT IS THE GOAL OF THE OPIOID LITIGATION?

To hold Pharma responsible for their role in creating the Opioid Epidemic and to return to the counties the money spent battling the epidemic and the expense of other critical programming. While it is unrealistic to think that the lawsuit will solve the problem, Pharma should be responsible for funding solutions to a problem they created.



WHAT KINDS OF COSTS WOULD A LAWSUIT SEEK TO RECOVER?

The counties would seek repayment for the costs they have expended related to the Opioid Epidemic. Those costs include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, hospitalizations, etc.
- County funded programs for residents for prevention, treatment, health visits, substance abuse programs etc.
- Criminal Justice and law enforcement costs associated with opioids.
- Loss of county employee productivity related to opioid abuse and addiction.
- General societal mayhem and opioid related death costs.



WHAT IS THE REASON THE COUNTIES SHOULD GET INVOLVED IN THE OPIOID LITIGATION?

The only way to recover any of the significant costs the counties have faced as a result of Pharma's role in the Opioid Epidemic is to bring suit. Any county that does not get involved risks receiving no recovery. While recovery in this type of litigation is not certain, one certain way to get nothing is to stay out of the litigation.



WHAT IF THE COUNTIES DO NOT GET INVOLVED?

Counties who do not get involved will not get a recovery in the event that there is one.



WHO WILL PAY FOR THE LITIGATION?

The counties will not be asked to bear the costs of the Opioid Litigation. The law firms proposing to represent the counties will work on a contingent fee basis (only getting paid out of a portion of the recovery if there is one) and bearing all costs of the litigation.



WHAT WILL BE EXPECTED OF A COUNTY BRINGING SUIT?

Counties bringing suit will be expected to participate in some significant ways, the most major of which is document collecting and information gathering to support the county's claim for costs associated with the Opioid Epidemic. The team of private attorneys will work on site with county employees to help identify, gather and assemble this information, however, county employee time will also be necessary. Affected departments will likely be Health and Human Services, Human Resources, Medical Examiner/Coroner, District Attorney's Office, Office of the Sheriff, Circuit Courts, Department of Administration.



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**WHAT IS THE REASON TO COORDINATE EFFORTS
ACROSS COUNTIES IN THE LITIGATION?**

It will be very important to coordinate efforts both among counties in each state and between counties nationally. Government entities will face a well-financed, well-funded and coordinated defense from Pharma. Unless a critical mass of counties not only file suit and coordinate efforts, it is a safe bet that Pharma will simply continue to fight each individual case without contemplating a resolution.



**WILL THE STATE BE INVOLVED AND HOW WILL
THAT IMPACT THE COUNTIES AND THEIR ABILITY
TO RECOVER?**

The State of Ohio has brought suit and other states are contemplating suit. It is safe to assume that state governments will bring similar suits. The states and counties will have separate damages, however, and the counties should be able to recover even if the states bring suit. As the tobacco litigation demonstrated, there is no reason to expect that the counties can simply let the states file suit and wait for their portion of the states' recovery. The best way for the counties to protect their interests is to pursue their own litigation.



CATEGORIES OF INFORMATION SUPPORTING COUNTY COSTS

**COUNTY DEPARTMENT
OF HEALTH AND HUMAN
SERVICES/SOCIAL
SERVICES/COMMUNITY
PROGRAMS**

Information regarding child welfare costs, out of home placements, community education, outreach and prevention, opioid abuse treatment, education of medical professionals, and costs associated with such programs.

Information regarding county funded (for residents/indigents) opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs, days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis and Medicaid claims. Information regarding opiate treatment programs, funding for opiate treatment programs, inpatient and outpatient treatment data, cost of drugs for opiate treatment programs, insurance information for treatment and relapse information. Information from delinquency and court services regarding opioid-related interventions and programs designed to curb or prevent opioid use

**DEPARTMENT OF HUMAN
RESOURCES**

Information regarding county funded employee opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs, days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis

Information regarding county employees' opioid-related disability claims, funding used for substance abuse, workers compensation claims, and mental health treatment

**MEDICAL EXAMINER/
CORONER**

Information regarding the number of opioid overdose deaths, costs associated with those deaths

JUSTICE SYSTEM IMPACTS

Information regarding the prosecution of opioid-related crimes committed within the county and the impacts on the justice system.



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**OFFICE OF THE SHERIFF/
COUNTY JAIL**

Information regarding opioid-related arrests and charges, illegal trafficking data, prescription-related DWI's, incarceration records, probation records, drug court data, sheriff/deputy overtime data regarding opioid-related offenses, data from Narcan program, sheriff/data resources data dedicated to heroin epidemic including prevention, emergency dispatch data, repeat offender data, involuntary treatment programs, emergency dispatch data. Information regarding costs associated with housing inmates with addiction arrests, requiring addiction treatment programs.

**DEPARTMENT OF
ADMINISTRATION**

Information regarding costs associated with expenditures incurred, or resources allocated, to combat opioid addiction or abuse.

**COUNTY-OWNED
HOSPITALS/NURSING
HOMES**

Information regarding costs of opioid treatment at county-owned hospitals and nursing homes

Education & Recreation and Executive Committees

**No. 10g -- RESOLUTION RE: TRANSFERRING OWNERSHIP OF LAND FROM THE
COUNTY OF BROWN TO THE CITY OF GREEN BAY – BAIRD CREEK
PARKWAY – TRIANGLE HILL SPORTS AREA.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County currently owns approximately 154.2 acres of land within the Baird Creek Parkway-Triangle Hill Sports Area; and

WHEREAS, on September 13, 1974, a lease was entered into between Brown County ("County") and the City of Green Bay ("City"), in which the County leased the Baird Creek Parkway-Triangle Hill Sports Area land to the City at the rate of \$1.00 per year for 100 years; and

WHEREAS, said lease required that the Baird Creek Parkway-Triangle Hill Sports Area land be used only for park and recreational purposes, for conservation of land and other natural resources, for historic purposes and/or for scenic purposes; and

WHEREAS, an agreement was entered into between the County and the City, where the City agreed to manage all Baird Creek Parkway-Triangle Hill Sports Area operations and programs, including managing the property and structures thereon, and the County agreed to contribute an agreed upon budget amount to aid the City with said management; and

WHEREAS, in the Spring of 2017, the County proposed to terminate the current 1974 lease with the City and to concurrently transfer ownership via Quit Claim Deed of approximately 154.2 acres of Baird Creek Parkway-Triangle Hill Sports Area land owned by the County to the City, and said proposal has been viewed favorably by the Brown County Education and Recreation Committee and by the City; and

WHEREAS, the County placed a restriction in said Quit Claim Deed requiring that the Baird Creek Parkway-Triangle Hill Sports Area land to be transferred to the City shall be used only for park and recreational purposes, for conservation of land and other natural resources, for historic purposes and/or for scenic purposes, and that if ever the Baird Creek Parkway-Triangle Hill Sports Area land ceases to be used for these limited purposes specified above, then all rights, title and interests in the property shall immediately revert from the City to the County.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that County officials, officers and staff take any and all actions necessary to terminate the current 1974 lease with the City, and to concurrently transfer ownership via Quit Claim Deed of approximately 154.2 acres of Baird Creek Parkway-Triangle Hill Sports Area land owned by the County to the City for the specific purposes mentioned above and as stated above.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by Parks Department
Approved by Corporation Counsel

A motion was made by Supervisor Lefebvre and seconded by Supervisor Vander Leest “**to adopt**”. Voice vote taken. Motion carried unanimously.

ATTACHMENT TO RESOLUTION 10G
ON THE FOLLOWING PAGE



PO BOX 23600
GREEN BAY WI 54305

MATTHEW M. KRIESE
ASST PARK DIRECTOR

PHONE (920) 448-4464 FAX (920)448-4054
E-MAIL KRIESE_MM@CO.BROWN.WI.US

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-17-2017
REQUEST TO: Education & Recreation; Executive Committee; and County Board
MEETING DATE: 11-30-2017; 12-04-2017; and 12-13-2017
REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Transferring Ownership of County Owned Land Within Baird Creek & Triangle Sports Area to the City of Green Bay

ISSUE/BACKGROUND INFORMATION:

Brown County acquired approximately 154.2+/- acres of land within the Baird Creek and Triangle Hill Sports Area beginning in the 1960's. A current 100 year lease leases this land to the City of Green Bay for all operations, programs and oversight of the property and structures. The Education and Recreation Committee and County Board approved the Parks Department to discuss a transfer of ownership early 2017. To date, Brown County and the City of Green Bay have agreed to this concept and this resolution is the official action to approve a Quit Claim Deed and transfer the property to the City of Green Bay as long as it remains public park space.

ACTION REQUESTED:

Approval Requested

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? Recording fee - based on how this is recorded it will either be \$30 or \$360 due to 12 parcels being transferred.
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account? 100.062.001.5601.300
 2. If no, how will the impact be funded?

Yes - COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

109

Executive Committee

No. 10h -- AN ORDINANCE TO AMEND SCHEDULE A OF SECTION 340.0003 OF CHAPTER 340 OF THE BROWN COUNTY CODE OF ORDINANCES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Schedule A of Section 340.0003 of Chapter 340 is hereby amended as follows:

County Trunk Highway "J", Village of Hobart:

Thirty miles per hour from its intersection with CTH "U", northerly for a distance of 3175 feet.

~~Forty-five miles per hour from its intersection with STH 29/32 to a point 3,175 feet north of CTH "U".~~

Forty-five miles per hour from a point 3,175 feet north of CTH "U" to Hidden Trail.

Thirty-five miles per hour from Hidden Trail to CTH "RK".

Section 2 - This ordinance amendment shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/13/2017
COUNTY BOARD CHAIR (Date)

Authored by: Public Works - Highway Division
Approved by: Corporation Counsel

Fiscal Impact: This amendment does not require an appropriation from the General Fund. This work will be funded from the 2017 sign installation budget under the Highway Division of Public Works.

A motion was made by Supervisor Landwehr and seconded by Supervisor Schadewald **“to adopt”**. Roll call vote taken.

Roll Call:

Aye: Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantinne, Brusky, Ballard, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nay: Sieber, De Wane, Nicholson, Gruszynski, Lefebvre, Zima, Van Dyck, Linssen, Kneiszel

Absent: Kaster

Total Ayes: 16 Total Nays: 9 Total Absent: 1

Motion carried.

ATTACHMENTS TO ORDINANCE 10H
ON THE FOLLOWING PAGES

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/28/2017
REQUEST TO: Executive Committee (The Speed Limit issue was considered by PD&T Committee on 11-27-2017)
MEETING DATE: 12/04/2017
REQUEST FROM: Paul Fontecchio
Director
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance
TITLE: **AN ORDINANCE TO AMEND SCHEDULE A OF SECTION 340.0003 OF CHAPTER 340 OF THE BROWN COUNTY CODE OF ORDINANCES**

ISSUE/BACKGROUND INFORMATION:

Ensure the safety of the traveling public of Brown County.

ACTION REQUESTED:

Recommend the Executive Committee approve the Ordinance, per the motion made by the Planning, Development & Transportation Committee on 11/27/2017, and forward on to the County Board of Supervisors for approval and implementation.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
- a. If yes, what is the amount of the impact? \$1,625.00 – PWD Sign Installation
- b. If part of a bigger project, what is the total amount of the project? \$_____
- c. Is it currently budgeted? ☒ Yes ☐ No
1. If yes, in which account? 660.044.001.5000.550
2. If no, how will the impact be funded? _____

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10h

PUBLIC WORKS DEPARTMENT

Brown County

2188 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

SPEED STUDY FOR CTH J FROM HIDDEN TRAIL TO CTH RK

Background Information

From the Wisconsin Transportation Bulletin No. 21:

"The state has set speed limits for all roads. However, municipalities can change speed limits for their roads under authority and guidelines in the Wisconsin Statutes."

"Power to set speed limits rests with the state. Local or state officials have authority to change these limits within the limitations in Chapter 349.11 (see Table 1). They must conduct an engineering and traffic investigation to determine a reasonable and safe speed limit. The limit must then be legally adopted by the local authority and appropriate signs erected."

"Engineering studies should include the following:"

- 85th Percentile Speed
- Reported Accidents
- Development / Driveway Access
- Sight Distances
- Road Geometrics
- Parking and Pedestrian/Bicycle Conflicts
- Pavement Surface
- Enforcement Level

Current Roadway

CTH J from Hidden Trail to CTH RK is located in the Village of Hobart and is 3.3 miles long. The roadway is classified as a collector west of CTH FF (Hillcrest Dr.) and a minor arterial east of CTH FF. The existing roadway is an asphalt rural cross section, with two-12' lanes and 4' shoulders (3' of which is paved). The road was reconditioned in 2010 and has a WISLR rating of 7-8 in 2017. WISLR ratings are 1-10 with 10 being newly placed pavement. In 2015 safety improvements were made to CTH J west of CTH FF including grooved pavement marking, centerline rumble strips, and additional signage at curves. The existing speed limit is posted at 45 mph. The average annual daily traffic (AADT) is 1,450 west of CTH FF and 3,000 east of CTH FF.

The Village of Hobart has requested the speed limit be reduced in this section of roadway in order to accommodate future development (see attached village resolution 2017-15).

Page | 1

6
10h

85th Percentile Speed

The "Wisconsin Statewide Speed Management Guidelines" also states that "85th percentile speed is the speed at or below which 85 percent of the observed traffic travels. The 85th percentile speed has been found to best represent the "reasonable" and "proper" speed perceived by motorists and is a key characteristic of traffic conforming to a "safe" and "reasonable" speed limit. While 15 percent of the observed motorists travel above the perceived "reasonable" and "proper" speed, studies have shown that this group of motorists causes many of the vehicle crashes along roadways. This is also the group at which enforcement action is most effectively targeted. Studies have also indicated that the lowest risk of being involved in a crash occurs when motorists travel at approximately the 85th percentile speed."

The speeds were collected on 11/6/2017 (Monday afternoon) to 11/9/2017 (Wednesday morning), approximately 50' east of Deer Track Ct (1,600' east of CTH FF). The 85th percentile speed west of CTH FF is 53 mph, with 70.9% of cars traveling in the 10 mph pace speed of 46-55 mph. The 85th percentile speed east of CTH FF is 52 mph, with 68.6% of the cars traveling in the 10 mph pace speed of 41-50 mph.

If speed were the only factor, based on the 85 percentile speed, the posted speed limit should be set at 50 mph.

Reported Accidents

Since 2012 there have been 43 accidents on CTH J, between Hidden Trail and CTH RK:

- 18 of which were due to deer
- 6 of which were due to alcohol/medical/sleep
- 8 were weather related
- 3 accidents happened west of CTH J prior to the safety improvements in 2015, and may have been prevented by the safety improvements.

Of the 9 remaining accidents:

- 5 accidents were due to failure to stop or yield to oncoming traffic
- 4 accidents were due to inattentive driving or failure to have control

The average crash rate for a rural 2-lane road between 2,000-7,000 AADT is 74.26 crashes per 100 million vehicle miles traveled (HMVMT), with an upper limit of 92.04 crashes per HMVMT (limit used to help screen for potential safety issues). The crash rate for CTH J from Hidden Trail to CTH RK is 85.15 crashes per HMVMT (accidents prior to 2015 were excluded west of CTH FF that would have been preventable with safety improvements).

The current crash rate on CTH J is less than the upper limit, therefore this section of roadway is not flagged for further safety considerations.

Development / Driveway Access

The property along CTH J is zoned agricultural and residential, with a small section zoned business. West of CTH FF the majority of adjacent land is agricultural; east of CTH FF the majority of adjacent land is residential.

6
10h

CTH J should be considered an outlying district. CTH J west of CTH FF has an average driveway spacing greater than 200-feet in even the most dense 1,000-ft stretch. CTH J east of CTH FF overall has an average driveway spacing of 282' with the most dense 1000' having a driveway spacing of 154'.

Driveway spacing is such that it would not necessitate a speed change.

A future subdivision is anticipated to access CTH J just west of Trout Creek Road. According to the Wisconsin Statewide Speed Management Guidelines (June 2009):

"Decisions regarding the potential change in speed limit *should* be based on the objective findings of the speed study and on conditions that exist at the time of the evaluation. Modified speed limits *should not* be installed to address the following conditions...

- Future growth anticipated in the area...
- Correction of spot safety or operational problems."

Once development occurs along CTH J, another speed study could be done to evaluate the objective findings of the future conditions.

Road Geometrics/Sight Distance

The existing roadway has several horizontal curves. The curves are designed for 45 mph. There are some super elevations that are steeper than a 6% and would feel steep for a lower speed.

The existing roadway vertical alignment is considered level and generally meets requirements for a speed limit of 45 mph. There is one steep hill, between the east and west legs of Berkshire Drive which has a grade of 8% and has a sight distance appropriate for a speed limit of 35 mph, but has not been a notable issue in terms of accident history.

After evaluating the sight distance west of CTH FF, all the side street minimum sight distances fall within the existing right-of-way for a 45 mph roadway. East of CTH FF, the side streets along CTH J meet the minimum sight distance with the exception of Indian Terrace and Hazel Road for west bound traffic. The sight distance could be remedied by tree trimming and cutting in and outside the right of way. Brown County Public Works will look at obtaining right-of-way or easements to improve sight distance at these locations.

Often, a driver's speed is determined by the posted speed limit and by what feels comfortable to drive the road at (85 percentile). Lowering the speed to accommodate sight from a side road may result in more accidents, caused by misjudging speeds from the side streets.

Future development will need to accommodate roadway sight distance requirements.

In summary the roadway geometrics and sight distance meets the requirements for the current posted speed limit of 45 mph with some disadvantages, but reducing the speed limit to 35 mph would have more disadvantages than that of the current posted speed limit.

Parking and Pedestrian/Bicycle Conflicts

The current road typical section does not accommodate parking or pedestrian/bicycle traffic.

6
10h

Enforcement Level

The existing enforcement level is complaint based.

Recommendation

Brown County Public Works recommends maintaining the 45 mph posted speed limit, based mainly on 85th percentile speeds while taking into account driveway/building density and roadway geometrics.

Brown County Public Works will continue to monitor the area as it develops, and investigate in more detail how to improve the current sight lines from Indian Terrace and Hazel Road.

6
10h

Table 1
Speed Limits and Authority to Change

| Fixed Limits – Statute 346.57(4) ^(a) | Local Government Authority ^(b) – Statute 349.11(3) and (7) ^(a) |
|---|---|
| 65 mph – Freeway / Expressway | WisDOT only. |
| 55 mph – State Trunk Highways (STHs) | WisDOT only. |
| 55 mph – County Trunk Highways (CTHs), town roads | Lower the speed limit by 10 MPH or less. |
| 45 mph – Rustic roads | Lower the speed limit by 15 MPH or less. |
| 35 mph – Town road (1,000' min) with 150' driveway spacing | Lower the speed limit by 10 MPH or less. |
| 25 mph – Inside corporate limits of a city or village (other than outlying district) | Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less. |
| 35 mph – Outlying district ^(c) within city or village limits | Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less. |
| 35 mph – Semi-urban district ^(d) outside corporate limits of a city or village | Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less. |
| 15 mph – School zone, when conditions are met | Raise the speed limit to that of the roadway. Lower the speed limit by 10 MPH or less. |
| 15 mph – School crossing, when conditions are met | Raise the speed limit to that of the adjacent street. Lower the speed limit by 10 MPH or less. |
| 15 mph – Pedestrian safety zone with public transit vehicle stopped | No changes permitted. |
| 15 mph – Alley | Lower by 10 MPH or less. |
| 15 mph – Street or town road adjacent to a public park | Lower by 10 MPH or less. |
| Construction or maintenance zones, as appropriate ^(e) | State and local agencies have authority to establish. |

Notes:

- (a) Source: Updated 2007-2008 Wisconsin Statutes Database
- (b) All speed limit changes shall be based on a traffic engineering study, including modifications allowed under State Statute. Local governments can implement speed limit changes on the local road system without WisDOT approval when proposals are within the constraints identified above.
- (c) Per Statute 346.57(1)(a) "outlying district" is an area contiguous to any highway within the corporate limits of a city or village where on each side of the highway within any 1,000 feet buildings are spaced on average more than 200 feet apart.
- (d) Per Statute 346.57(1)(b) "semiurban district" is an area contiguous to any highway where on either or both sides of the highway within any 1,000 feet buildings are spaced on average more than 200 feet apart.
- (e) Guidance on establishing speed limits in work zones is available in http://dotnet/dtd_bha/extranet/manuals/rgm/13/13-05-06.pdf.

Modified from original found in WisDOT Traffic Guidelines Manual, Chapter 13-5-1, Figure 1, June 2009.

6
10h

No. 10i -- AN ORDINANCE AMENDING SECTIONS 4.25 TO 4.40 OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES, AND CREATING SECTIONS 4.401 TO 4.405.

A motion was made by Vice Chair Lund and seconded by Supervisor Evans “**to refer ordinance back to Executive Committee**”. Voice vote taken. Motion carried unanimously.

No. 10j -- AN ORDINANCE TO AMEND SUBSECTIONS 2.05(6) AND (14) OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsections 2.05(6) and (14) of Chapter 2 of the Brown County Code of Ordinances are hereby amended as follows:

(6) All items ~~considered acted upon (as opposed to tabled or held)~~ at any meeting of any standing committee shall be forwarded to the County Board in report form for consideration and inclusion on the County Board agenda under the title "Reports". Such report will be drafted by the County Board staff and will include the title of each item on the agenda (other than procedural items such as call to order, adoption of agenda, adjournment, etc.) and final action taken. The County Board shall have final approval authority over all items contained in each committee report.

(14) Each standing committee's recommendations within its area of policy oversight shall be forwarded from the committee to the County Board, without review by any other standing committee, except as provided in these rules. Those items, matters, and/or recommendations which have been indefinitely or permanently tabled or held at the standing committee level may be ~~removed from the table and taken up~~ added to the Executive Committee Agenda by any County Supervisor for consideration and upon request at least 48 hours prior to the scheduled Executive Committee Meeting. ~~Any County Supervisor should have the opportunity to raise any issue or tabled item from Committee actions for full County Board discussion when adequate public notice is given that this item will be on the Board agenda.~~

Section 2 - These Ordinance Amendments shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/13/2017
COUNTY BOARD CHAIR (Date)

Authored by: Board Chairperson and Corporation Counsel

Approved by: Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Vander Leest **“to adopt”**. Roll call vote taken.

Roll Call:

Aye: Hoyer, Gruszynski, Lefebvre, Erickson, Buckley, Landwehr, Dantine, Brusky,
Ballard, Van Dyck, Linssen, Kneiszel, Campbell, Moynihan, Blom, Schadewald,
Becker

Nay: Sieber, De Wane, Nicholson, Zima, Evans, Vander Leest, Clancy, Lund

Absent: Kaster

Total Ayes: 17 Total Nays: 8 Total Absent: 1

Motion carried.

ATTACHMENT TO RESOLUTION 10J

ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-21-2017
REQUEST TO: Executive Committee; and County Board
MEETING DATE: 12-04-2017; and 12-13-2017
REQUEST FROM: David P. Hemery
Corporation Counsel

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: Ordinance to Amend 2.05

ISSUE/BACKGROUND INFORMATION:

Amendments as reflected in proposed Amended Ordinance.

ACTION REQUESTED:

Passage of Amended Ordinance.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$
 - b. If part of a bigger project, what is the total amount of the project?
\$
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account?
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10j

No. 10k -- AN ORDINANCE TO AMEND SUBSECTIONS 2.13(4)(h) AND (i) AND 5(a) AND (f) OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES.

A motion was made by Supervisor Hoyer and seconded by Supervisor Buckley **"to adopt"**.

Following discussion, a motion was then made by Supervisor Erickson and seconded by Supervisor Lefebvre **"to refer ordinance back to Executive Committee"**. Voice vote taken. Motion carried unanimously.

No. 10l -- AN ORDINANCE TO AMEND SUBSECTIONS 2.14(18) AND (22) OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Sections 2.14(18) and (22) of Chapter 2 of the Brown County Code of Ordinances are hereby amended as follows:

(18) Any person not a member, desirous of addressing the Board on any subject germane to the Agenda topic being discussed, shall first obtain leave, such leave being requested by a member to the Board to have a suspension of rules. The Chair, without suspension of rules, shall be permitted to call upon the Department Head or his designee of any of the departments for remarks pertaining to their departments.

~~(22) The County Board may make amendments to these rules at any meeting, when included on the County Board agenda, after the proposed amendments have been reviewed at a meeting of the Executive committee.~~

Section 2 - These Ordinance Amendments shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/13/2017
COUNTY BOARD CHAIR (Date)

Authored by: Board Chairperson
Approved by: Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund

A motion was made by Supervisor Van Dyck and seconded by Supervisor Landwehr **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENT TO ORDINANCE 10I

ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-21-2017
REQUEST TO: Executive Committee; and County Board
MEETING DATE: 12-04-2017; and 12-13-2017
REQUEST FROM: David P. Hemery
Corporation Counsel

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: Ordinance to Amend 2.14

ISSUE/BACKGROUND INFORMATION:

Amendments as reflected in proposed Amended Ordinance.

ACTION REQUESTED:

Passage of Amended Ordinance.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$
 - b. If part of a bigger project, what is the total amount of the project?
\$
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account?
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

101

Human Services Committee

No. 10m -- AN ORDINANCE TO REVISE SUBSECTIONS 30.05(3) OF CHAPTER 30 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "PENALTIES".

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Subsection 30.05(3) of Chapter 30 of the Brown County Code of Ordinances is hereby revised as follows:

~~(3)~~ (4) Penalties. Any Person who violates any provision of this Section shall, upon conviction, be subject to a forfeiture not to exceed \$1,000 together with costs of prosecution and penalty assessments. Furthermore, should any such Person be found in contempt of court for failure to pay said forfeiture, costs and/or penalty assessments, said Person may be subject to imprisonment in the County jail. In addition to the penalties noted herein, a conviction for violation(s) of this Section, whether due to a no contest plea, a default judgment or a guilty verdict/judgment, ~~shall~~ may be considered an intentional program violation under 7 CFR 273.16 subjecting the Person to the additional penalties authorized thereunder, as long as due process is provided.

Section 2 – This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/13/2017
COUNTY BOARD CHAIR (Date)

Authored by: Health & Human Services Department
Reviewed, Edited and Approved by: Corporation Counsel

Fiscal Impact: This Ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Hoyer and seconded by Supervisor Brusky **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENT TO ORDINANCE 10m

ON THE FOLLOWING PAGE

BROWN COUNTY HEALTH & HUMAN SERVICES

111 N. Jefferson Street
P.O. Box 22188
Green Bay, WI 54305-2188



Phone (920) 448-6000 Fax (920) 448-6166

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: October 31, 2017
REQUEST TO: Human Services Committee
MEETING DATE: November 15, 2017
REQUEST FROM: Erik Pritzl - Health and Human Services Executive Director
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO REVISE SUBSECTION 30.05(3) OF CHAPTER 30 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "PENALTIES"

ISSUE/BACKGROUND INFORMATION:

The Office of General Council of Food and Nutrition Services found that Brown County's practice of automatically imposing an Intentional Program Violation (IPV) after a default hearing for a citation in a public assistance fraud case in which the person did not appear violated due process in that there were no findings of fact made in which to rely on for the IPV.

Corporation Counsel met with the District Attorney's Office regarding current practice, and Economic Support Services management team members consulted with the Wisconsin Department of Health Services. As a result of these discussions, it was decided the District Attorney's Office would either do the full hearing so there were findings of fact, or Economic Support would have to go through the separate process of imposing an IPV through an Administrative Disqualification Hearing.

Changing the word "shall" to "may" in the ordinance is necessary because the policy now is that in default hearings where the person is not present, we are doing the Administrative Disqualification Hearing. This revision also corrects numbering in the ordinance.

ACTION REQUESTED:

The department respectfully requests that the Human Services Committee and Brown County Board of Supervisors approves the requested revision.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**



10m

Planning, Development & Transportation Committee

**10n -- RESOLUTION RE: AMENDING THE 2017-2027 BROWN COUNTY
FARMLAND PRESERVATION PLAN BY ADDING PARCELS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Pursuant to Wisconsin Statutes, Chapter 91, Brown County is required to prepare and adopt a Farmland Preservation Plan; and

WHEREAS, the Brown County Board of Supervisors adopted the current *2017-2027 Brown County Farmland Preservation Plan* (FPP) in 2017, and the FPP was subsequently certified by the WI Department of Agriculture, Trade and Consumer Protection; and

WHEREAS, the Towns of Humboldt, Ledgeview and Wrightstown, and the Village of Hobart, desire to have a total of 17 additional parcels included in the FPP as Farmland Preservation Areas in order to make said parcels eligible to receive the WI Farmland Preservation Income Tax Credit; and

WHEREAS, over the past year, Brown County has coordinated with participating Brown County communities and the WI Department of Agriculture, Trade and Consumer Protection in order to prepare an amended FPP which includes the 17 parcels; and

WHEREAS, it is desired to have the Brown County Board of Supervisors amend the current FPP by adding the 17 parcels to the FPP, and to adopt the amended FPP; and

WHEREAS, all statutory and other regulations have been complied with to date in order to enable the 17 parcels to be added to the FPP, including but not limited to the provision of a Class I Public Notice, the provision of a 30-day review period, and the holding of a Public Hearing on 09-06-2017.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby amends the current *2017-2027 Brown County Farmland Preservation Plan* by adding the 17 parcels described above, and pictured the attached four maps, to the current *2017-2027 Brown County Farmland Preservation Plan*, and hereby adopts plan as amended.

Respectfully submitted,

**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by: Planning and Land Services
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor Erickson and seconded by Supervisor Sieber **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION 10n
ON THE FOLLOWING PAGES

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: October 31, 2017
REQUEST TO: PD&T
MEETING DATE: November 27, 2017
REQUEST FROM: Chuck Lamine
Director of Planning and Land Services

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution adopting an amendment to the Brown County Farmland Preservation Plan for 2017.

ISSUE/BACKGROUND INFORMATION:

The amendment to the Farmland Preservation Plan is necessary to allow Brown County residents that wish to be included in the plan and to therefore be eligible for the WI Farmland Preservation Income Tax Credit.

ACTION REQUESTED:

Approval of the Resolution.

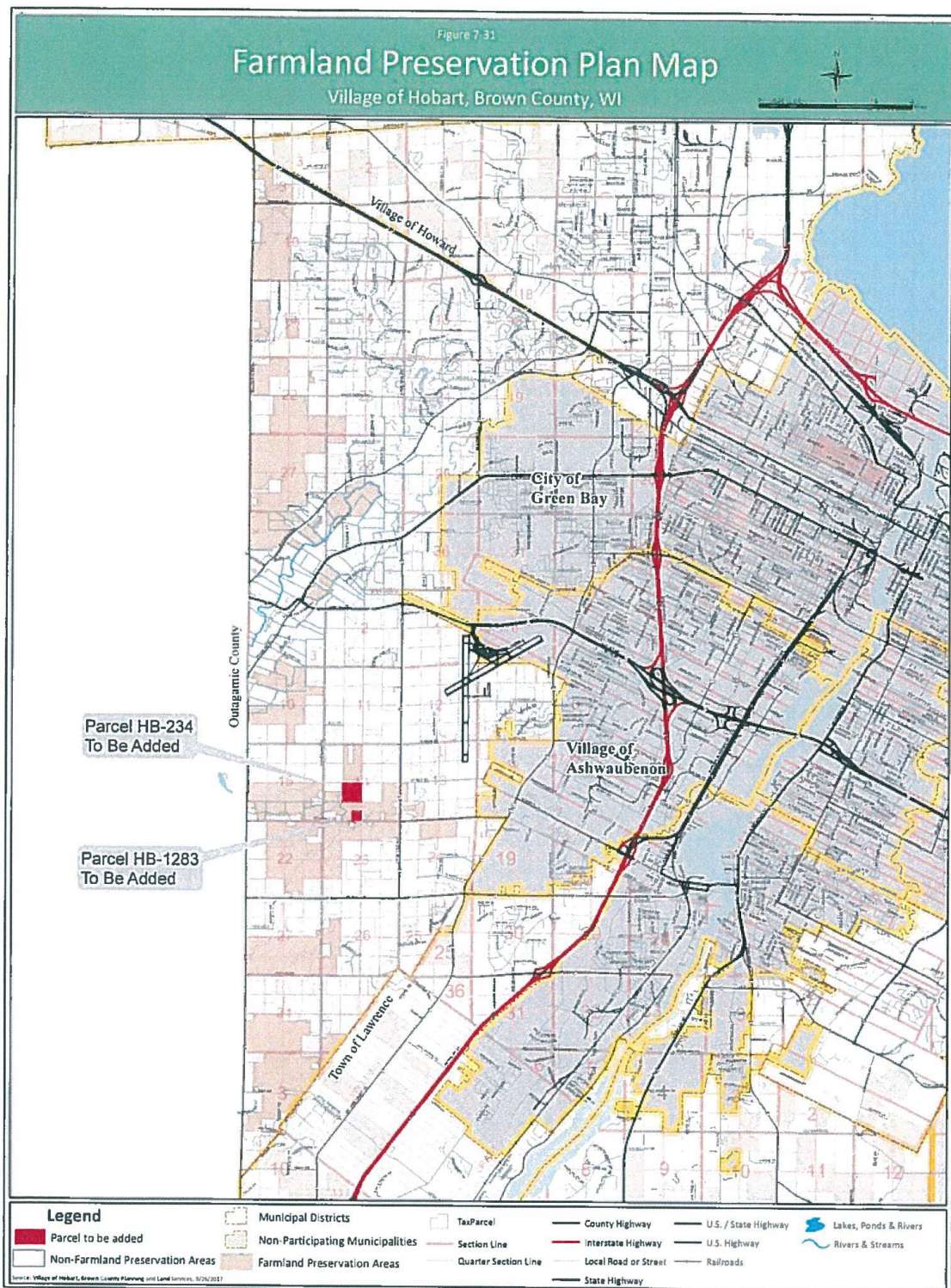
FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

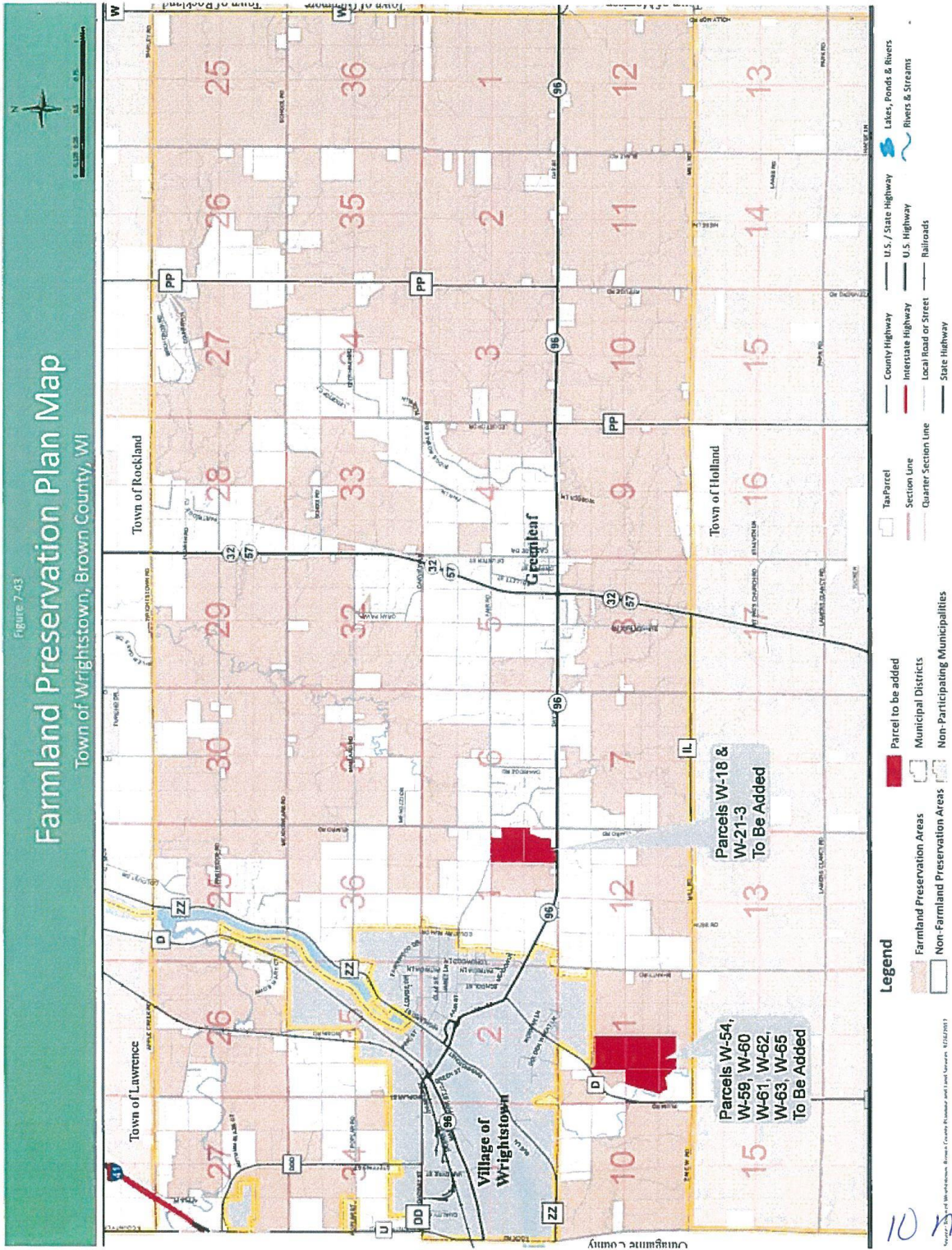
1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

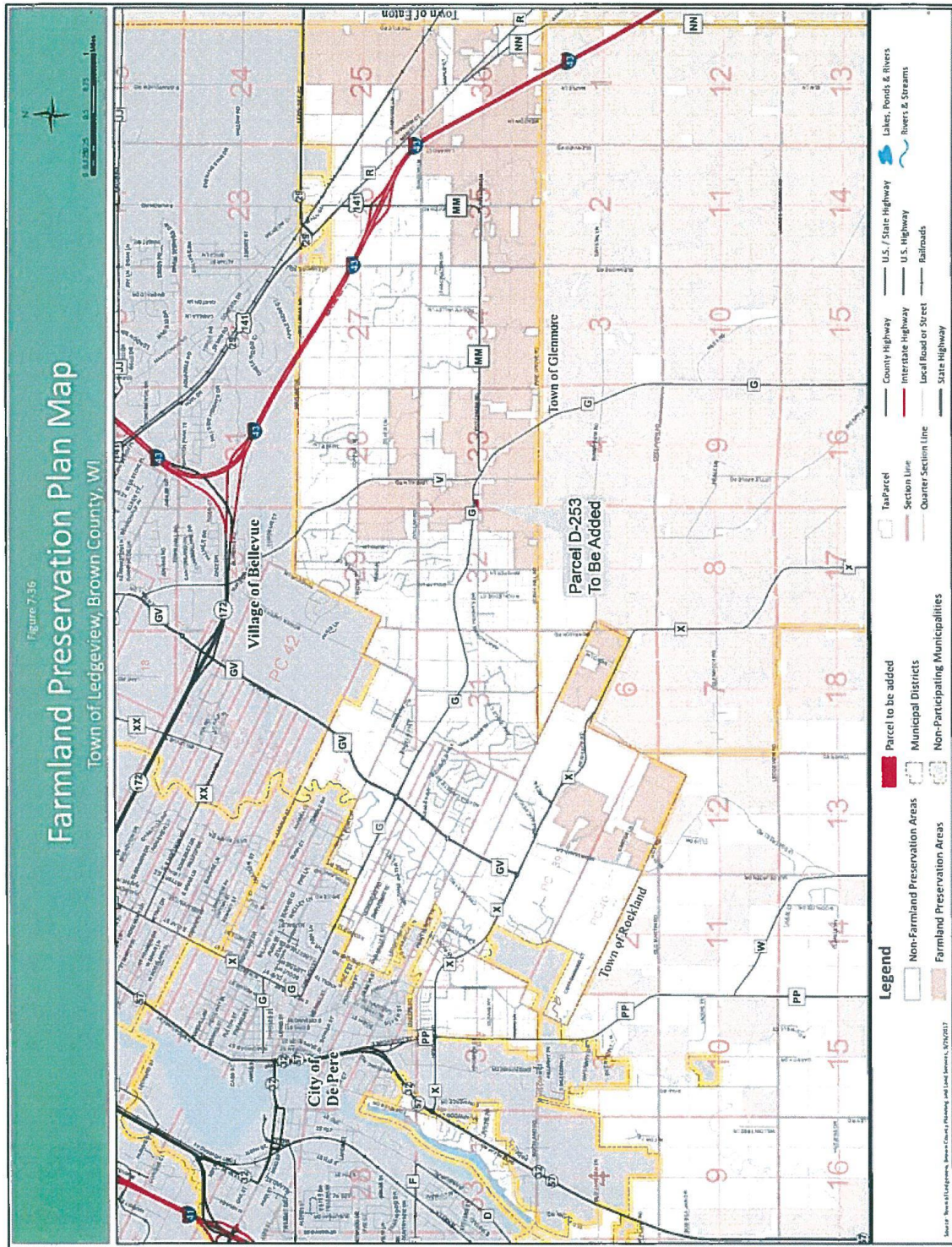
☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10n

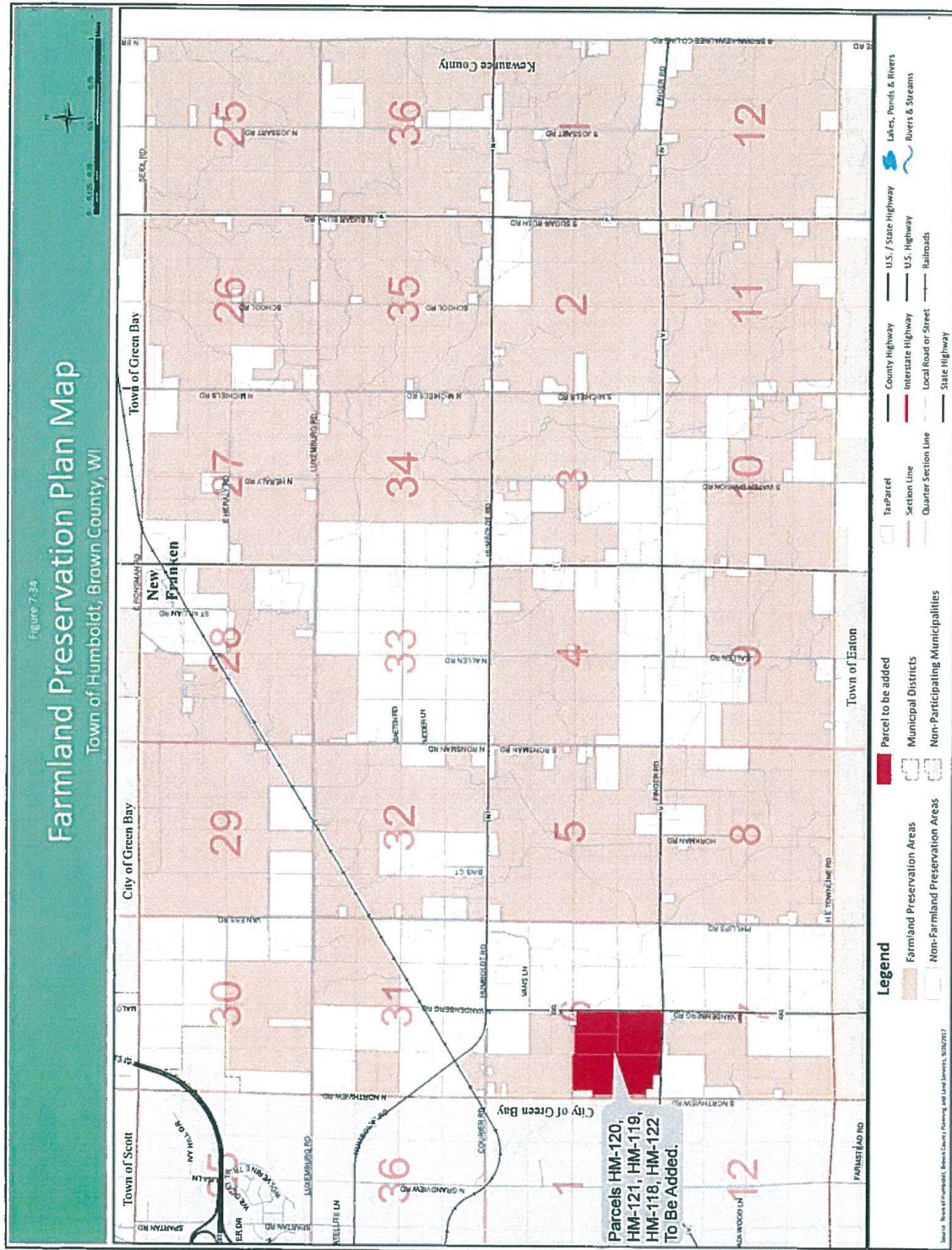


101





107



10n

No. 10o -- RESOLUTION AUTHORIZING THE PURCHASE AND SALE OF REAL ESTATE.

A motion was made by Supervisor Erickson and seconded by Supervisor De Wane “to adopt”.

Following discussion, a motion was then made by Supervisor Erickson and seconded by Supervisor Brusky “to refer resolution back to Planning, Development & Transportation Committee”. Voice vote taken. Motion carried unanimously.

Public Safety Committee

No. 10p -- AN ORDINANCE CREATING SECTION 3.335 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED “EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS”.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Section 3.335 of Chapter 3 of the Brown County Code of Ordinances is hereby created and adopted as follows:

3.335 EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS.

- (1) Authority. This ordinance is enacted pursuant to Wis. Stats. § 66.0409(3)(c).
- (2) Definitions. (a) “Edged Weapon” means an instrument for cutting, consisting essentially of a thin, sharp-edged metal blade typically fitted with a handle, such as a knife.
(b) “Law Enforcement Officer” means a Wisconsin law enforcement officer as defined in § 175.46(1)(g) Wisconsin Statutes, or a federal law enforcement officer as defined in § 175.40(7)(a)1 Wisconsin Statutes.
(c) “Building” does not include a parking facility on county property or any part of a building used as a parking facility.
- (3) Prohibited Acts. No person shall, while possessing an edged weapon, enter or remain in the following buildings, or parts thereof, which are owned, occupied and/or controlled by the county:
 - (a) Brown County Courthouse, 100 South Jefferson Street, Green Bay, WI 54301.
 - (b) Brown County Law Enforcement Center, 300 East Walnut Street, Green Bay, WI 54301.
- (4) Signs Required. Signs notifying persons not to enter or remain in the above mentioned county buildings while possessing an edged weapon shall be posted in a prominent place near all entrances to said buildings. The signs shall meet or exceed the specifications set forth in Wis. Stats. § 943.13, as it exists now and as it may be amended in the future, including the current requirement that the signs be at least 5 inches by 7 inches.

(5) Exceptions. The restriction on edged weapons into specified county buildings shall not apply in the following circumstances:

(a) Subsection (3) shall not apply to any on duty law enforcement officer.

(b) Subsection (3) shall not apply to an on duty private security officer or on duty armored car personnel providing contracted services to the county.

(6) Enforcement. Violations of Subsection (3) shall ***may** be prosecuted as trespass to land under Wis. Stats. § 943.13.

Section 2 – This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

CIRCUIT COURT SECURITY COMMITTEE

PUBLIC SAFETY COMMITTEE

***As amended by the Brown County Board of Supervisors, 12/13/17.**

Approved By:

/s/ Troy Streckenbach 12/18/2017
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 12/15/2017
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 12/18/2017
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Buckley and seconded by Supervisor Lefebvre **“to adopt”**.

Following discussion, a motion was then made by Supervisor Linssen and seconded by Supervisor Becker **“to refer ordinance back to Public Safety Committee”**. Roll call vote was taken.

Roll Call:

Aye: Lefebvre, Zima, Van Dyck, Linssen, Kneiszel, Campbell, Becker

Nay: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Clancy, Moynihan, Blom, Schadewald, Lund
Absent: Kaster

Total Ayes: 7 Total Nays: 18 Total Absent: 1

Motion failed.

Following further discussion, a motion was made by Supervisor Linssen and seconded by Supervisor Lefebvre **“to change the word ‘shall’ in (6) to ‘may’”**. Voice vote taken. Motion carried.

A motion was then made by Supervisor De Wane and seconded by Vice Chair Lund **“to adopt ordinance as amended”**. Roll call vote was taken.

Roll Call:

Aye: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nay: Van Dyck, Linssen

Absent: Kaster

Total Ayes: 23 Total Nays: 2 Total Absent: 1

Motion carried.

ATTACHMENT TO ORDINANCE 10p
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us



David P. Hemery
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-07-2017
REQUEST TO: Public Safety Committee; and Brown County Board of Supervisors
MEETING DATE: 11-29-2017; and 12-13-2017, respectively.
REQUEST FROM: Judge Kendall M. Kelley, Circuit Court Security Committee; and David P. Hemery, Corporation Counsel.

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☒ New ordinance ☐ Revision to ordinance

TITLE: **AN ORDINANCE CREATING SECTION 3.335 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS"**

ISSUE/BACKGROUND INFORMATION:

To promote courthouse security by banning the possession of edged weapons in the courthouse and the law enforcement center.

ACTION REQUESTED:

Adoption/passage of ordinance.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$Minimal signage costs.
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account?
 2. If no, how will the impact be funded? To Be Determined

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10 p

No. 10q -- **RESOLUTION AUTHORIZING MEDICAL EXAMINER INTERGOVERNMENTAL AGREEMENT.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, it is desirable for Brown County to enter into an *Intergovernmental Agreement Between Dane County and Brown County for Medical Examiner Services* ("IGA"); and

WHEREAS, such an IGA has been drafted to the satisfaction of Brown County Administration and its Corporation Counsel, and is being provided along with this Resolution; and

WHEREAS, authorization for, and direction to enter into, said IGA is needed from the County Board of Supervisors in order to move forward with said IGA.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that County officials, officers and staff take any and all actions necessary to enter into an *Intergovernmental Agreement Between Dane County and Brown County for Medical Examiner Services* that is substantially similar to the one attached to this Resolution.

Fiscal Note: This resolution does not require an appropriation from the General Fund. It was budgeted for in the 2018 Budget.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Dated: 12/18/2017

Authored by: Corporation Counsel

Approved by: Corporation Counsel

A motion was made by Supervisor Buckley and seconded by Supervisor Campbell **"to adopt"**.
Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION 10q

ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-21-2017
REQUEST TO: Public Safety Committee; Executive Committee; and County Board
MEETING DATE: 11-29-2017; 12-04-2017; and 12-13-2017
REQUEST FROM: David P. Hemery
Corporation Counsel

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING MEDICAL EXAMINER IGA

ISSUE/BACKGROUND INFORMATION:

Resolution to authorize Medical Examiner Contract.

ACTION REQUESTED:

Passage of Resolution.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ If part of a bigger project, what is the total amount of the project? \$ _____
 - b. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account?
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

109

INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY
FOR MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into by and between Dane County, whose address is c/o Medical Examiner's Office, 3111 Luds Lane, McFarland, Wisconsin, 53558 ("Dane County") and Brown County, whose address is c/o Medical Examiner's Office, Law Enforcement Center, Lower Level, 300 E Walnut Street, Green Bay, Wisconsin, 54301 ("Brown County"), both quasi-municipal corporations in the State of Wisconsin. Hereinafter, Dane County and Brown County referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Brown County currently receives autopsy services from Dane County and is interested in appointing Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiners (individually or collectively "Medical Examiner") to provide Medical Examiner services in Brown County; and,

WHEREAS, Brown County would also like to enlist the services of Dane County's Director of Operations for its Medical Examiner's Office to provide administrative services to Brown County; and,

WHEREAS, Dane County is interested in providing these services to Brown County as part of a cooperative agreement; and,

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement for services pursuant to 66.0301, Wisconsin Statutes; and,

WHEREAS, it would be beneficial for both Parties to share resources and expertise to perform the statutory duties of a Medical Examiner; and,

WHEREAS, Brown County anticipates entering into subcontracts, with terms as consistent as possible to this Agreement, with Door County and Oconto County to provide Medical Examiner services; and

109

WHEREAS, the Parties recognize that the long-term goal of Brown County is to construct its own Medical Examiner's Office facility with a physician and oversight to be provided by Dane County; and,

WHEREAS, Dane County and Brown County desire to enter into this Agreement whereby the Dane County Medical Examiner's Office will provide Medical Examiner services, autopsy medicine, training, oversight and administrative services for and on behalf of the Brown County Medical Examiner's Office.

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each Party, Dane County and Brown County do agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.
2. DEFINITIONS.
 - a. "Autopsy-related Services" shall mean the autopsy, digital photos and digital x-rays, where appropriate, for adults and children. It shall also include preparation and court time for expert testimony in cases involving criminal prosecution. It does not include testimony-related travel time or lodging and transportation expenses which shall be billed out at cost. The cost of infant skeletal surveys performed outside of the Medical Examiner's Office shall not be included in the services covered pursuant to this Agreement.
 - b. "Mass Fatality Event" shall mean more than five deaths resulting from a single event.
 - c. "Medical Examiner's Office" shall mean the Brown County Medical Examiner's Office unless otherwise specified.
 - d. "Partners" or alternatively "Partner Counties" shall mean, collectively, Brown and the anticipated Door and Oconto Counties, contingent on obtaining a valid executed agreement with each County providing Medical Examiner services pursuant to this Agreement.
3. TERM. The term of this Agreement shall be from January 1, 2018 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2019 ("Term"). This Agreement may be extended for an additional period by mutual agreement of the Parties ("Renewal Term").

109

The Parties shall have a joint meeting by July 31, 2018, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2019 to discuss an extension to this Agreement.

4. SCHEDULE AND SCOPE OF WORK. During the Term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and Deputy Medical Examiners of Dane County shall act as the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiners for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County Chief Medical Examiner, shall act as the Director of Operations for Brown County and shall provide oversight and administrative services as further described herein. The Dane County Director of Operations, Chief Medical Examiner or designee shall be available at all times (24 hours per day, 7 days per week) to provide direction to Partner County investigative staff. Additionally, for the 104 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Office an average of 23 hours per week to include travel time.
5. ADMINISTRATIVE SERVICES. The Dane County Director of Operations or designee shall provide administrative and consultation services to Partner Counties which shall include:
 - a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Office. All disciplinary or corrective actions concerning employees of Brown County providing Medical Examiner services shall be the responsibility of Brown County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Dane County shall bring any employee performance issues to the attention of the Brown County Administrator or designee;
 - b. To manage the Medical Examiner's Office budget and make recommendations regarding budget appropriations;
 - c. To engage Brown County Technology Services, Administrative and Finance staff regarding records management and support to Medical Examiner's Office staff;
 - d. To work with Partner County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
 - e. To work with Partner County criminal justice, public health and funeral home partners to build and strengthen professional relationships;

- f. To implement policies and procedures for the Medical Examiner's Office;
 - g. To participate in the hiring process for administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions.
 - h. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
 - i. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
 - j. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
 - k. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement.
6. CASE REVIEW AND AUTOPSY SERVICES:
- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiners shall perform the statutory functions of Medical Examiner in Brown and Partner Counties;
 - b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Brown County staff to establish case review protocols, and to facilitate communication with a Dane County forensic Pathologist to allow for case triage. The physician medical staff from Dane County will work with medicolegal death investigators to determine whether an autopsy or additional forensic examination should take place. Consideration will be given to the needs of other criminal justice partners, and the statutory authority of the District Attorney to independently order an autopsy will be recognized and followed;
 - c. Dane County shall provide a forensic pathologist response to homicide cases or other cases where a complicated scene examination is appropriate. The need for this response shall be determined by the Medical Examiner in consultation with those at the scene;
 - d. Dane County shall provide autopsy-related services pursuant to this Agreement. Toxicology testing, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County and are not included in this Agreement;
 - e. To facilitate and cooperate with Brown County Public Health in the Child Death Review team.

7. **TURNAROUND TIME.** Dane County Medical Examiner's Office performs autopsies seven (7) days a week. Dane County is aware that time is of the essence in providing the services pursuant to this Agreement and shall make every effort to adhere to the timeline established in this paragraph.
- a. In the case where an autopsy is to be completed, the body will be transported from the St. Vincent's morgue, or other county owned cooler facility, promptly after accession. This will happen the same day the death is discovered provided the death is discovered and the body is at the Brown County cooler before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during the same overnight period and as soon as transportation can be arranged. The body will be autopsied the day following discovery and then returned to the cooler facility on the same day the autopsy is completed. This will generally allow for a 24-36 hour turnaround time.
 - b. Exceptions to this scenario may include: (i) homicide cases where the respective District Attorney or law enforcement agency requires that the body be held; (ii) complicated traumatic cases where a prolonged autopsy is required or it is in the best interest of the criminal justice partners to provide an additional forensic examination of the body; (iii) adverse weather situations where travel is treacherous; or (iv) other situations outside of Dane County's control (i.e. mass casualty, emergency transportation issues).
8. **REFRIGERATED TRANSPORTATION.** Dane County recognizes that time is of the essence and that it will take the necessary steps to maintain refrigerated transportation capabilities upon execution of this Agreement. Brown County acknowledges that any vehicle that is outfitted with refrigeration capabilities is a special purpose vehicle which may not be readily available.
9. **GENERAL SERVICES.**
- a. Specific scheduling of the tasks and responsibilities identified herein shall be established by mutual agreement of the Parties.
 - b. Each Party shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In receiving services under this Agreement, each Party agrees to cooperate with the various departments, agencies, employees and officers of the other.

- c. Each Party agrees to secure, at the Party's own expense, all personnel necessary to carry out the Party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other Party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other Party.
 - d. Brown County will attempt to subcontract with Door County and Oconto County to provide services pursuant to this Agreement. All subcontract terms shall be as consistent as possible with the terms of this Agreement.
10. CONFLICT OF INTEREST. Employees providing Medical Examiner services pursuant to this agreement shall be prohibited from having outside employment which may create an actual or perceived conflict of interest or which may conflict with the statutory duties of the Medical Examiner's Office. This includes, but is not limited to, employment with funeral homes, cemeteries and organ/bone/tissue agencies.
11. RECORDS. All records related to Brown, Door and Oconto County ("County") autopsy cases performed by the Medical Examiner and other services provided pursuant to this Agreement shall be that County's records and that County shall be the custodian of these records for purposes of public records requests, unless the Partner Counties determine otherwise to designate Brown County as the record custodian for the Partner Counties, and notify Dane County Medical Examiner of said designation. Records shall be sent to the appropriate County as soon as possible while a case is pending. Requests for records of County cases received by the Dane County Medical Examiner's Office shall be transmitted to the appropriate County as soon as possible after receipt. Each County shall be responsible for managing and responding to all public records requests and shall defend hold harmless and indemnify Dane County, its officers, agents, boards, commissions, representatives and employees from any and all losses, claims, liabilities, suits, or actions of whatsoever nature resulting from or arising out of responding to public records requests involving its County cases.
12. NON-EXCLUSIVE CONTRACT. The Parties agree there may be times when Brown County may be required to contract with third parties for Medical Examiner services outside the scope of this Agreement. Nothing in this Agreement creates an exclusive contract between the Parties which would limit Brown County from hiring said services.

13. HIPAA. Each Party agrees that it will abide by all State of Wisconsin and federal laws governing the unauthorized disclosure of personal health information and will defend, indemnify and hold the other Party harmless for damages and costs of any kind resulting from the unauthorized disclosure of such information by its employees or officers as may be determined by a competent trier of fact.
14. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, employees' salaries and benefits, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of the respective Partner County. All costs associated with Mass Fatality Events shall be the responsibility of Brown County or Partner Counties.
15. PAYMENT. Brown County agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. At the end of 2018, the Parties shall review the number of autopsies completed pursuant to this Agreement, and a reconciliation shall occur. If the autopsy number exceeds 225, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 225 Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 225. All adjustments shall be at the Schedule A autopsy rate. At the end of 2019, a reconciliation shall also occur. If the autopsy rate exceeds 230, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 230, Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 230. All adjustments shall be at the Schedule A autopsy rate. Any charges in excess of the amounts as noted in Schedule A, must be approved by Brown County prior to request for payment.

At the end of 2018, a reconciliation of External Exams shall also occur. If External Examinations exceed 22 in 2018, each additional External Examination shall be billed to Brown County at the Schedule A external examination rate. If the total number of External Examinations is less than 22 Dane County shall reimburse Brown County for the number of external exams that represents the difference between the number of external exams completed and 22. All adjustments shall be made at the Schedule A External rate. At the end of 2019 a similar reconciliation shall occur. If External Examinations exceed 23, each additional External Examination shall be

billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 23, Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 23. All adjustments shall be made at the Schedule A External rate.

All costs associated with a Mass Fatality Event shall be the responsibility of the respective Partner County. Autopsy and External Exam services shall be billed as specified in Schedule A.

The fees established in Schedule A are based on the personnel costs that are reasonably anticipated by Dane County. However, certain benefit costs for the term of this Agreement may be subject to increase. Brown County agrees to pay any increased employee benefit costs defined as the difference between the allocated benefit costs in Schedule A and the actual benefit costs to Dane County.

Both Parties to this Agreement understand that the Agreement is subject to annual funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner or Brown County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this Agreement may be terminated.

16. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties, or their designees, who have authority to settle the same. In the case of medically-related matters, if the Parties are unable to reach consensus, the decision of the Dane County Chief Medical Examiner or Deputy Chief Medical Examiner shall prevail.
17. TERMINATION. If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or stipulations of this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving ninety (90) days written notice to the violating Party of such termination and specifying the effective date thereof without further obligation. Either Party may terminate this Agreement for any reason upon six months' written notice to the other Party without further obligation after the termination date.

Except as provided in this paragraph, and paragraph 14 herein, there shall be no other termination of this Agreement, during its Term, without prior written consent of both Parties.

18. ASSIGNMENT/TRANSFER. No Party shall assign or transfer any interest or obligation in this Agreement, without the prior written consent of the other Party unless otherwise provided herein, provided that claims for money due or to become due to Dane County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Dane County shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement.
19. ADDITIONAL PARTNERS. The Parties agree that Brown County will subcontract with Door County and Oconto County to provide Medical Examiner services pursuant to this Agreement. No additional partners may be added by contract or otherwise to receive services from the Medical Examiner's Office without prior written consent of Dane County and written amendment to this Agreement.
20. DELIVERY OF NOTICE. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

Dane County: Dane County c/o Medical Examiner's Office
3111 Luds Lane
McFarland, Wisconsin 53558
Phone: (608)284-6000
Email: irmen@countyofdane.com

Brown County: Brown County Medical Examiner's Office
Law Enforcement Center, Lower Level
300 E. Walnut Street
PO Box 23600
Green Bay, Wisconsin 54301
Phone: (920) 448-4185

Email: jansen_jj@co.brown.wi.us

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

21. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.
22. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no way impair or prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.
23. NON-DISCRIMINATION. During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Both Parties agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion

state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law. In all solicitations for employment placed on a Party's behalf during the Term of this Agreement, the Party shall include a statement to the effect that the Party is an "Equal Opportunity Employer."

24. CIVIL RIGHTS COMPLIANCE. Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.
25. CONTROLLING LAW AND VENUE. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be either in the Dane or Brown County Circuit Court.
26. LIMITATION OF AGREEMENT. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the Parties.
27. ENTIRE AGREEMENT. The entire Agreement of the Parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.
28. AMENDMENT. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by both Parties.
29. COUNTERPARTS. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
30. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
31. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be

construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

32. COMPLIANCE. Each Party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, Dane County and Brown County, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all Parties hereto have affixed their respective signatures, as indicated below.

FOR BROWN COUNTY:

Date Signed: _____
Troy Streckenbach, Brown County Executive

Date Signed: _____
Sandy Juno, Brown County Clerk

FOR DANE COUNTY:

Date Signed: _____
Joseph Parisi, County Executive

Date Signed: _____
Scott McDonell, County Clerk

109

SCHEDULE A:
SERVICES AND COSTS

Office Administration and Oversight Provided by Director of Operations or Designee

Jan-Dec 2018: 23 hours per week

Jan-Dec 2019: 23 hours per week

Forensic Case Review; every case, every time

2018 (933 cases)

2019 (966 cases)

Pathologist Management

2018: 4 hours per week

2019: 4 hours per week

Autopsy Medicine and External Examination Rates

2018: 225 autopsies (\$1099.57 each)

22 external exams (\$554.17 each)

Rate for 226 or more autopsies: \$1099.57 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 22 or more external exams: \$554.17 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

2019: 230 autopsies (\$1120.35 each)

23 external exams (\$564.40 each)

Rate for 231 or more autopsies: \$1120.35 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 24 or more external exams: \$564.40 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

Transportation

Transport costs from St. Vincent's or other Designated Area to Dane County (round trip) to retrieve decedent. An additional round trip from Dane County to the Brown County morgue to return the decedent.

Based on the number of autopsies and external exams performed. See Autopsy Medicine and External Exam rates.

Meals and Lodging – Forensic Pathologist

| | |
|----------------|---------------------------------------|
| Jan – Dec 2018 | 1.25 nights per month 15 x \$90.00 |
| Jan – Dec 2019 | 1.25 nights per month 15 x \$90.00 |

Meals and Lodging – Director of Operations or Designee

| | |
|----------------|---|
| Jan – Dec 2018 | 2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00 |
| Jan – Dec 2019 | 2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00 |

Storage Costs

- *Dane County shall store a body for up to five days at its expense
- *Agreement includes 10 additional days of storage at no cost to Brown County
- *All other storage costs shall be billed at \$50.00 per day

**Mass Fatality Events shall be billed at the Autopsy Medicine and External Examination Rate plus transportation, food and lodging which shall be billed at cost.

**Toxicology panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County.

**Transportation time and costs, meals and lodging for expert testimony shall be billed out at cost.

COST BREAKDOWN APPEARS ON NEXT PAGE.

SCHEDULE A
IGA Breakdown

| SERVICE | 2018 | 2019 |
|--------------------------------------|--------------|--------------|
| Administration and Oversight | \$72,217.60 | \$78,551.20 |
| Forensic Case Review | \$39,098.92 | \$40,736.00 |
| Pathologist Management | \$50,288.00 | \$50,920.00 |
| Autopsy Medicine | \$247,403.25 | \$258,830.50 |
| External Medicine | \$12,191.74 | \$12,981.20 |
| Decedent Transportation | \$156,966.03 | \$160,778.97 |
| Mileage, Meals, Lodging Pathologists | \$5,713.20 | \$5,788.20 |
| Mileage, Meals, Lodging Admin Staff | \$23,493.60 | \$24,143.60 |
| Sub Total | \$607,372.34 | \$632,729.67 |
| 3% Admin Fee | 18221.1702 | 18981.8901 |
| TOTAL | \$625,593.51 | \$651,711.56 |

1096

INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY FOR
MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into by and between Dane County, whose address is c/o Medical Examiner's Office, 3111 Luds Lane, McFarland, Wisconsin, 53558 ("Dane County") and Brown County, whose address is c/o Medical Examiner's Office, Law Enforcement Center, Lower Level, 300 E Walnut Street, Green Bay, Wisconsin, 54301 ("Brown County"), both quasi-municipal corporations in the State of Wisconsin. Hereinafter, Dane County and Brown County referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Brown County currently receives autopsy services from Dane County and is interested in appointing Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiners (individually or collectively "Medical Examiner") to provide Medical Examiner services in Brown County; and,

WHEREAS, Brown County would also like to enlist the services of Dane County's Director of Operations for its Medical Examiner's Office to provide administrative services to Brown County; and,

WHEREAS, Dane County is interested in providing these services to Brown County as part of a cooperative agreement; and,

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement for services pursuant to 66.0301, Wisconsin Statutes; and,

WHEREAS, it would be beneficial for both Parties to share resources and expertise to perform the statutory duties of a Medical Examiner; and,

WHEREAS, Brown County anticipates entering into subcontracts, with terms as consistent as possible to this Agreement, with Door County and Oconto County to provide them with Medical Examiner services; and

WHEREAS, the Parties recognize that the long-term goal of Brown County is to construct its own Medical Examiner's Office facility with a physician and oversight to be provided by Dane County; and,

WHEREAS, Dane County and Brown County desire to enter into this Agreement whereby the Dane County Medical Examiner's Office will provide Medical Examiner services, autopsy medicine, training, oversight and administrative services, including some limited IT support, for and on behalf of the Brown County Medical Examiner's Office.

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each Party, Dane County and Brown County do agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.
2. DEFINITIONS.
 - a. "Autopsy-related Services" shall mean the autopsy, digital photos and digital x-rays, where appropriate, for adults and children. It shall also include preparation and court time for expert testimony in cases involving criminal prosecution. It does not include testimony-related travel time or lodging and transportation expenses which shall be billed out at cost. The cost of infant skeletal surveys performed outside of the Medical Examiner's Office shall not be included in the services covered pursuant to this Agreement.
 - b. "Mass Fatality Event" shall mean more than five deaths resulting from a single event.
 - c. "Medical Examiner's Office" shall mean the Brown County Medical Examiner's Office unless otherwise specified.
 - d. "Partners" or alternatively "Partner Counties" shall mean, collectively, Brown and the anticipated Door and Oconto Counties, contingent on obtaining a valid executed agreement with each County providing Medical Examiner services pursuant to this Agreement.
3. TERM. The term of this Agreement shall be from January 1, 2018 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2019 ("Term"). This Agreement may be extended for an additional period by mutual agreement of the Parties ("Renewal Term").

109

The Parties shall have a joint meeting by July 31, 2018, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2019 to discuss an extension to this Agreement.

4. SCHEDULE AND SCOPE OF WORK. During the Term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and Deputy Medical Examiners of Dane County shall act as the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiners for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County Chief Medical Examiner, shall act as the Director of Operations for Brown County and shall provide oversight and administrative services as further described herein. The Dane County Director of Operations, Chief Medical Examiner or designee shall be available at all times (24 hours per day, 7 days per week) to provide direction to Partner County investigative staff. Additionally, for the 104 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Office an average of 23 hours per week to include travel time.
5. ADMINISTRATIVE SERVICES. The Dane County Director of Operations or designee shall provide administrative and consultation services to Partner Counties which shall include:
 - a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Office. All disciplinary or corrective actions concerning employees of Brown County providing Medical Examiner services shall be the responsibility of Brown County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Dane County shall bring any employee performance issues to the attention of the Brown County Administrator or designee;
 - b. To manage the Medical Examiner's Office budget and make recommendations regarding budget appropriations;
 - c. To engage Brown County Technology Services, Administrative and Finance staff regarding records management and support to Medical Examiner's Office staff;
 - d. To work with Partner County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
 - e. To work with Partner County criminal justice, public health and funeral home partners to build and strengthen professional relationships;

109

- f. To implement policies and procedures for the Medical Examiner's Office;
- g. To participate in the hiring process for administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions.
- h. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
- i. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
- j. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
- k. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement;

6. CASE REVIEW AND AUTOPSY SERVICES:

- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiners shall perform the statutory functions of Medical Examiner in Brown and Partner Counties;
- b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Brown County staff to establish case review protocols, and to facilitate communication with a Dane County forensic Pathologist to allow for case triage. The physician medical staff from Dane County will work with medicolegal death investigators to determine whether an autopsy or additional forensic examination should take place. Consideration will be given to the needs of other criminal justice partners, and the statutory authority of the District Attorney to independently order an autopsy will be recognized and followed;
- c. Dane County shall provide a forensic pathologist response to homicide cases or other cases where a complicated scene examination is appropriate. The need for this response shall be determined by the Medical Examiner in consultation with those at the scene;
- d. Dane County shall provide autopsy-related services pursuant to this Agreement. Toxicology testing, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County and are not included in this Agreement; and
- e. The Medical Examiner or designee shall cooperate with Brown County Public Health and participate in the Child Death Review Team as necessary.

7. IT SERVICES. During the Term of the Agreement, Dane County agrees to host and maintain the case management system for Brown County's Medical Examiner's Office. Application staff will provide ad hoc queries, programming changes (including application redeployment), database administration and troubleshooting. Communication between counties will be through a dedicated liaison in the ME's office or Dane County Help Desk.

Brown County agrees that it shall be responsible for all actual costs incurred by Dane County to host and maintain the case management system as described herein. Brown County agrees to make such payments for services rendered under this Addendum as specified in the attached Schedule A-1. Billing shall be accomplished in the same manner as the billing for services provided in the Agreement. The costs listed in Schedule A-1 are based upon Brown County's estimate of the number of users and devices of the required applications, and Dane County's reasonable estimate of the number of hours required for Dane County IT staff to provide support. If during the Term, it is determined that the estimates for IT services are inaccurate, Dane County shall notify Brown County of a potential adjustment in costs. If the cost adjustment results in an increase in an amount listed in Schedule A-1, Brown County agrees to remit payment for the increased amount.

8. TURNAROUND TIME. Dane County Medical Examiner's Office performs autopsies seven (7) days a week. Dane County is aware that time is of the essence in providing the services pursuant to this Agreement and shall make every effort to adhere to the timeline established in this paragraph.
- a. In the case where an autopsy is to be completed, the body will be transported from the St. Vincent's morgue, or other county owned cooler facility, promptly after accession. This will happen the same day the death is discovered provided the death is discovered and the body is at the Brown County cooler before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during the same overnight period and as soon as transportation can be arranged. The body will be autopsied the day following discovery and then returned to the cooler facility on the same day the autopsy is completed. This will generally allow for a 24-36 hour turnaround time.
 - b. Exceptions to this scenario may include: (i) homicide cases where the respective District Attorney or law enforcement agency requires that the body be held; (ii) complicated traumatic cases where a prolonged autopsy is required or it is in the best interest of the criminal justice partners to provide an additional forensic examination of the body; (iii) adverse weather situations where travel is treacherous; or (iv) other situations outside of Dane County's control (i.e. mass casualty, emergency transportation issues).

9. REFRIGERATED TRANSPORTATION. Dane County recognizes that time is of the essence and that it will take the necessary steps to maintain refrigerated transportation capabilities upon execution of this Agreement. Brown County acknowledges that any vehicle that is outfitted with refrigeration capabilities is a special purpose vehicle which may not be readily available.

10. GENERAL SERVICES.

- a. Specific scheduling of the tasks and responsibilities identified herein shall be established by mutual agreement of the Parties.
- b. Each Party shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In receiving services under this Agreement, each Party agrees to cooperate with the various departments, agencies, employees and officers of the other.
- c. Each Party agrees to secure, at the Party's own expense, all personnel necessary to carry out the Party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other Party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other Party.
- d. Brown County will attempt to subcontract with Door County and Oconto County to provide services pursuant to this Agreement. All subcontract terms shall be as consistent as possible with the terms of this Agreement. Failure to subcontract shall not trigger the 90 day termination clause, but may require an amendment to this Agreement.

11. CONFLICT OF INTEREST. Employees providing Medical Examiner services pursuant to this agreement shall be prohibited from having outside employment which may create an actual or perceived conflict of interest or which may conflict with the statutory duties of the Medical Examiner's Office. This includes, but is not limited to, employment with funeral homes, cemeteries and organ/bone/tissue agencies.

12. RECORDS. All records related to Brown, Door and Oconto County ("County") autopsy cases performed by the Medical Examiner and other services provided pursuant to this Agreement shall be that County's records and that County shall be the custodian of these records for purposes of public records requests, unless the Partner Counties determine otherwise to designate Brown County as the record

custodian for the Partner Counties, and notify Dane County Medical Examiner of said designation. Records shall be sent to the appropriate County as soon as possible while a case is pending. Requests for records of County cases received by the Dane County Medical Examiner's Office shall be transmitted to the appropriate County as soon as possible after receipt. Each County shall be responsible for managing and responding to all public records requests and shall defend hold harmless and indemnify Dane County, its officers, agents, boards, commissions, representatives and employees from any and all losses, claims, liabilities, suits, or actions of whatsoever nature resulting from or arising out of responding to public records requests involving its County cases.

13. HIPAA. Each Party agrees that it will abide by all State of Wisconsin and federal laws governing the unauthorized disclosure of personal health information and will defend, indemnify and hold the other Party harmless for damages and costs of any kind resulting from the unauthorized disclosure of such information by its employees or officers as may be determined by a competent trier of fact.
14. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, employees' salaries and benefits, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of the respective County/Partner County. All costs associated with Mass Fatality Events shall be the responsibility of Brown County or Partner Counties.
15. PAYMENT. Brown County agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. At the end of 2018, the Parties shall review the number of autopsies completed pursuant to this Agreement, and a reconciliation shall occur. If the autopsy number exceeds 225, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 225 Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 225. All adjustments shall be at the Schedule A autopsy rate. At the end of 2019, a reconciliation shall also occur. If the autopsy rate exceeds 230, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 230, Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 230. All adjustments shall be at the Schedule A autopsy rate. Any charges exceeding the

amounts identified in Schedule A must be presented to and approved by Brown County prior to submitting a request for payment.

At the end of 2018, a reconciliation of External Exams shall also occur. If External Examinations exceed 22 in 2018, each additional External Examination shall be billed to Brown County at the Schedule A external examination rate. If the total number of External Examinations is less than 22 Dane County shall reimburse Brown County for the number of external exams that represents the difference between the number of external exams completed and 22. All adjustments shall be made at the Schedule A External rate. At the end of 2019 a similar reconciliation shall occur. If External Examinations exceed 23, each additional External Examination shall be billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 23, Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 23. All adjustments shall be made at the Schedule A External rate.

All costs associated with a Mass Fatality Event shall be the responsibility of the respective County/Partner County. Autopsy and External Exam services shall be billed as specified in Schedule A.

The fees established in Schedule A are based on the personnel costs that are reasonably anticipated by Dane County. However, certain benefit costs for the term of this Agreement may be subject to increase. Brown County agrees to pay any increased employee benefit costs defined as the difference between the allocated benefit costs in Schedule A and the actual benefit costs to Dane County for work performed pursuant to this Agreement. Insurance benefit costs shall not exceed 8% for 2018 and 10% for 2019.

Both Parties to this Agreement understand that the Agreement is subject to annual funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner or Brown County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this Agreement may be terminated.

16. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties, or their designees, who have authority to settle the same. In the case of

109

medically-related matters, if the Parties are unable to reach consensus, the decision of the Dane County Chief Medical Examiner or Deputy Chief Medical Examiner shall prevail.

17. TERMINATION. If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or stipulations of this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving ninety (90) days written notice to the violating Party of such termination and specifying the effective date thereof without further obligation. Either Party may terminate this Agreement for any reason upon six months' written notice to the other Party without further obligation after the termination date.

Except as provided in this paragraph, and paragraph 14 herein, there shall be no other termination of this Agreement, during its Term, without prior written consent of both Parties.

18. ASSIGNMENT/TRANSFER. No Party shall assign or transfer any interest or obligation in this Agreement, without the prior written consent of the other Party unless otherwise provided herein, provided that claims for money due or to become due to Dane County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Dane County shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement.

19. ADDITIONAL PARTNERS. The Parties agree that Brown County will endeavor to subcontract with Door County and Oconto County to provide Medical Examiner services pursuant to this Agreement. No additional partners may be added by contract or otherwise to receive services from the Medical Examiner's Office without prior written consent of Dane County and written amendment to this Agreement.

20. DELIVERY OF NOTICE. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

Dane County: Dane County c/o Medical Examiner's Office
3111 Luds Lane
McFarland, Wisconsin 53558
Phone: (608)284-6000
Email: irmen@countyofdane.com

Brown County: Brown County
Chad Weininger, Director of Administration
305 E. Walnut Street
PO Box 23600
Green Bay, Wisconsin 54301
Phone: (920) 448-4035
Email: Weininger_CJ@co.brown.wi.us

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

21. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.
22. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no way impair or prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.

23. NON-DISCRIMINATION. During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Both Parties agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law. In all solicitations for employment placed on a Party's behalf during the Term of this Agreement, the Party shall include a statement to the effect that the Party is an "Equal Opportunity Employer."
24. CIVIL RIGHTS COMPLIANCE. Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.
25. CONTROLLING LAW AND VENUE. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
26. LIMITATION OF AGREEMENT. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the Parties.
27. ENTIRE AGREEMENT. The entire Agreement of the Parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.

28. AMENDMENT. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by both Parties.
29. COUNTERPARTS. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
30. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
31. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
32. COMPLIANCE. Each Party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, Dane County and Brown County, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all Parties hereto have affixed their respective signatures, as indicated below.

FOR BROWN COUNTY:

Date Signed: _____
Troy Streckenbach, Brown County Executive

Date Signed: _____
Sandy Juno, Brown County Clerk

FOR DANE COUNTY:

Date Signed: _____
Joseph Parisi, County Executive

Date Signed: _____
Scott McDonell, County Clerk

10c

SCHEDULE A:
SERVICES AND COSTS

Office Administration and Oversight Provided by Director of Operations or Designee

Jan-Dec 2018: 23 hours per week

Jan-Dec 2019: 23 hours per week

Forensic Case Review; every case, every time

2018 (933 cases)

2019 (966 cases)

Pathologist Management

2018: 4 hours per week

2019: 4 hours per week

Autopsy Medicine and External Examination Rates

2018: 225 autopsies (\$1099.57 each)

22 external exams (\$554.17 each)

Rate for 226 or more autopsies: \$1099.57 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 22 or more external exams: \$554.17 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

2019: 230 autopsies (\$1120.35 each)

23 external exams (\$564.40 each)

Rate for 231 or more autopsies: \$1120.35 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 24 or more external exams: \$564.40 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

Transportation

Transport costs from St. Vincent's or other Brown County Morgue Facility to Dane County (round trip) to retrieve decedent and an additional round trip from Dane County to the Brown County morgue to return the decedent.

Based on the number of autopsies and external exams performed. See Autopsy Medicine and External Exam rates.

Meals and Lodging – Forensic Pathologist

| | |
|----------------|---------------------------------------|
| Jan – Dec 2018 | 1.25 nights per month 15 x \$90.00 |
| Jan – Dec 2019 | 1.25 nights per month 15 x \$90.00 |

Meals and Lodging – Director of Operations or Designee

| | |
|----------------|---|
| Jan – Dec 2018 | 2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00 |
| Jan – Dec 2019 | 2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00 |

On-Site Staff Training

Physician Time
Other Staff Time
Hotel and Meal Costs
Mileage

Storage Costs

- *Dane County shall store a body for up to five days at its expense
- *Agreement includes 10 additional days of storage at no cost to Brown County
- *All other storage costs shall be billed at \$50.00 per day

**Mass Fatality Events shall be billed at the Autopsy Medicine and External Examination Rate plus transportation, food and lodging which shall be billed at cost.

**Toxicology panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County.

**Transportation time and costs, meals and lodging for expert testimony shall be billed out at cost.

COST BREAKDOWN APPEARS ON NEXT PAGE.

IGA Breakdown

| SERVICE | 2018 | 2019 |
|--------------------------------------|--------------|--------------|
| Administration and Oversight | \$72,217.60 | \$78,551.20 |
| Forensic Case Review | \$39,098.92 | \$40,736.00 |
| Pathologist Management | \$50,288.00 | \$50,920.00 |
| Autopsy Medicine | \$247,403.25 | \$258,830.50 |
| External Medicine | \$12,191.74 | \$12,981.20 |
| Decedent Transportation | \$156,966.03 | \$160,778.97 |
| Mileage, Meals, Lodging Pathologists | \$5,713.20 | \$5,788.20 |
| Mileage, Meals, Lodging Admin Staff | \$23,493.60 | \$24,143.60 |
| DC DIM Application Staff Support | \$854.52 | \$854.52 |
| Administration Fee | \$2,250.00 | \$2,250.00 |
| Remote Desktop CAL Maintenance | \$244.80 | \$244.80 |
| MS Office/Core CAL Maintenance | \$1,868.40 | \$1,868.40 |
| Sub Total | \$612,590.06 | \$637,947.39 |
| 3% Admin Fee | 18377.7018 | 19138.4217 |
| TOTAL | \$630,967.76 | \$657,085.81 |

109

No. 11 -- CLOSED SESSION – None.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

No. 12a -- FROM SUPERVISOR BECKER: FORM AN AD HOC COMMITTEE TO EXAMINE REDISTRICTING PROCESS.

Referred to Executive Committee.

No. 12b -- FROM SUPERVISOR BLOM ON BEHALF OF CRAIG NICKLAUS:

From: Nicklaus Craig <nicklauscraig@gmail.com >

Sent: Tuesday, December 12, 2017 4:14 PM

To: jmeblom@hotmail.com

Subject: Slow Brown County Medical Examiner Autopsy

Jamie,

This is a follow up of our conversation about my mother's death (Colleen Murphy) in June in the Village of Allouez. She passed away on June 6th and since she was only 63 years old and had no terminal illness, an autopsy was performed. About a month after her death I called the medical examiner's office and was told that I shouldn't expect anything to be complete until the end of October! I thought switching to having Madison do autopsies was supposed to be an expedited process.

Well, here we are and it's the middle of December and I still do not have a cause of death and a completed death certificate. I have made numerous calls to the Brown County Medical Examiner's Office and they keep telling me that they have nothing yet from Madison. Last week I spoke with the funeral director that handled my mom's funeral and he said that he has some death certificates that aren't completed yet for people that passed away in April of this year and had autopsies done through Brown County!

First and foremost I have lost many nights of sleep and have undue stress due to the fact that I don't know why my mother passed away and don't have closure 6 months after she died. Secondly, I am in charge of getting all of my mom's affairs in order which I cannot do with a death certificate that lists a cause of death as "pending". My mom had one small piece of land in Wausaukee, WI. My lawyer did the paperwork to do an affidavit of transfer for assets under \$30,000 so that my sister and I could transfer the land into our names and avoid probate as my mom did not have a will. To fulfill the affidavit of transfer, we need to pay off her debt in the amount that the land was appraised for. So in short, we need a completed death certificate to collect the \$12,000 in life insurance to pay off roughly \$15,000 of her debt off so that we can keep her land. I literally have collection agencies calling me every other day trying to collect on her debts that I am technically responsible for. Can you imagine the stress that those phone calls are causing?!

Referred to Public Safety Committee.

No. 13-- BILLS OVER \$5,000 FOR PERIODS ENDING OCTOBER 31, 2017 AND NOVEMBER 30, 2017.

A motion was made by Supervisor Clancy and seconded by Supervisor Hoyer **“to pay the bills for periods ending October 31, 2017 and November 30, 2017.”** Voice vote taken. Motion carried unanimously.

No. 14 -- **CLOSING ROLL CALL** - Twenty-five Supervisors were present, one Supervisor was excused.

No. 15 -- **ADJOURNMENT TO WEDNESDAY, JANUARY 17, 2018 AT 7:00 P.M.,
LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY,
WISCONSIN.**

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber “**to adjourn to the above date and time**”. Voice vote taken. Motion carried unanimously.

Meeting Adjourned at: 7:58p.m.

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk

ATTACHMENT TO ITEM NO. 3
AMENDMENT TO NOVEMBER 1, 2017
COUNTY BOARD MEETING MINUTES
ON THE FOLLOWING PAGES

(Item No. 5b taken out of order before Item No. 12.)

No. 5b -- FROM SUPERVISOR KASTER RE: REQUESTING A VOTE BY THE COUNTY BOARD OF SUPERVISORS AT THE BEGINNING OF THE NOVEMBER 1ST BUDGET MEETING WITH REGARDS TO MOVING THE DECEMBER 20TH REGULARLY SCHEDULED MEETING TO DECEMBER 13TH.

Following discussion, a motion was made by Supervisor Kaster and seconded by Supervisor Sieber "to change the County Board meeting from December 13th back to December 20th". Roll call vote was taken.

Roll Call:

Aye: Sieber, De Wane, Nicholson, Lefebvre, Erickson, Evans, Vander Leest, Dantinne, Kaster, Van Dyck, Linssen, Lund

Nay: Hoyer, Gruszynski, Buckley, Brusky, Kneiszel, Clancy, Campbell, Moynihan, Blom, Becker

Abstain: Zima, Landwehr, Ballard, Schadewald

Total Aye: 12 Total Nay: 10 Total Abstain: 4

*NOTE: There was confusion as to the above roll call vote and consequently, following clarification by the Chair, a motion was made by Supervisor Linssen and seconded by Vice Chair Lund "to retake the vote on the motion to change the County Board meeting from December 13th back to December 20th". (Clarification: vote "Aye" = change meeting date back to December 20th; vote "Nay" = keep the meeting on December 13th.)

Aye: Sieber, De Wane, Nicholson, Dantinne, Kaster, Van Dyck, Clancy, Lund

Nay: Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Brusky, Linssen, Kneiszel, Campbell, Moynihan, Blom, Schadewald, Becker

Abstain: Ballard

Total Aye: 8 Total Nay: 17 Total Abstain: 1

Motion failed – meeting will remain on December 13th.

| | | | |
|----------------------------|---------|-----------------------------|---------|
| Tom Sieber, D-1 | AYE | Joan Brusky, D-14 | NAY |
| Thomas DeWane, D-2 | AYE | Paul Ballard, D-15 | ABSTAIN |
| Andy Nicholson, D-3 | AYE | Dave Kaster, D-16 | AYE |
| Erik Hoyer, D-4 | NAY | John Van Dyck, D-17 | AYE |
| Staush Gruszynski, D-5 | NAY | Aaron Linssen, D-18 | AYE |
| Kathy Lefebvre, D-6 | AYE | Jim Kneiszel, D-19 | NAY |
| Bernie Erickson, D-7 | AYE | Bill Clancy, D-20 | NAY |
| Guy Zima, D-8 | ABSTAIN | Corrie Campbell, D-21 | NAY |
| Patrick Evans, D-9 | AYE | Patrick Moynihan, Jr., D-22 | NAY |
| John S. Vander Leest, D-10 | AYE | Jamie Blom, D-23 | NAY |
| Patrick Buckley, D-11 | NAY | Richard Schadewald, D-24 | ABSTAIN |
| Dave Landwehr, D-12 | ABSTAIN | Thomas Lund, D-25 | AYE |
| Norbert Dantinne Jr., D-13 | AYE | Mark Becker, D-26 | NAY |

Item 1

Passed (12 Y - 10 N - 4 A - 0 Absent)

Majority Vote >

Vote #1 on 5b

| | | | |
|----------------------------|-----|-----------------------------|---------|
| Tom Sieber, D-1 | AYE | Joan Brusky, D-14 | NAY |
| Thomas DeWane, D-2 | AYE | Paul Ballard, D-15 | ABSTAIN |
| Andy Nicholson, D-3 | AYE | Dave Kaster, D-16 | AYE |
| Erik Hoyer, D-4 | NAY | John Van Dyck, D-17 | AYE |
| Staush Gruszynski, D-5 | NAY | Aaron Linssen, D-18 | NAY |
| Kathy Lefebvre, D-6 | NAY | Jim Kneiszel, D-19 | NAY |
| Bernie Erickson, D-7 | NAY | Bill Clancy, D-20 | AYE |
| Guy Zima, D-8 | NAY | Corrie Campbell, D-21 | NAY |
| Patrick Evans, D-9 | NAY | Patrick Moynihan, Jr., D-22 | NAY |
| John S. Vander Leest, D-10 | NAY | Jamie Blom, D-23 | NAY |
| Patrick Buckley, D-11 | NAY | Richard Schadewald, D-24 | NAY |
| Dave Landwehr, D-12 | NAY | Thomas Lund, D-25 | AYE |
| Norbert Dantinne Jr., D-13 | AYE | Mark Becker, D-26 | NAY |

Item 2

Failed (8 Y - 17 N - 1 A - 0 Absent)

Majority Vote >

Vote#2 on 5b